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Allegheny County
Jerry Tyskiewicz
Department of Real Estate
Pittsburgh, PA 15219

Instrument Number: 2017-15064

BK-DE VL-16808 PG-307

Recorded On: May 25, 2017

As-Deed Agreement

Parties: VILLAS AT COOL SPRINGS

To VILLAS AT COOL SPRINGS

of Pages: 48

48

Comment: DECLARATION CONDA

***** THIS IS NOT A BILL *****

Deed Agreement	162.00
	0
	0
Total:	162.00

Realty Transfer Stamp

Department of Real Estate Stamp

Affidavit Attached-No	
NOT A DEED OF TRANSFER	EXEMPT
Value	0.00

Certified On/By-> 05-25-2017 / Michael Galovich

CONDO DECLARATION

I hereby certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County, PA

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

File Information:

Record and Return To:

Document Number: 2017-15064
 Receipt Number: 3292081
 Recorded Date/Time: May 25, 2017 12:12:10P
 Book-Vol/Pg: BK-DE VL-16808 PG-307
 User / Station: A Matthews - Cash Super 06

MCKENNA & ASSOCIATES PC
 MARK F MCKENNA ESQ
 436 BLVD OF THE ALLIES
 PITTSBURGH PA 15219



Jerry Tyskiewicz
 Jerry Tyskiewicz, Director
 Rich Fitzgerald, County Executive

DECLARATION OF CONDOMINIUM
FOR
VILLAS AT COOL SPRINGS, A CONDOMINIUM

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EXHIBITS

- A LEGAL DESCRIPTION OF CONDOMINIUM IF ALL PHASES ARE INCLUDED
- B PHASE I LEGAL DESCRIPTION
- C LIST OF EASEMENTS AND LICENSES
- D PLATS AND PLANS
- E A LIST OF ALL UNITS BY THEIR IDENTIFYING NUMBERS AND PERCENTAGE INTEREST ALLOCATED TO EACH UNIT
- F DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS BY COOL SPRINGS ASSOCIATES, L.P., DECLARANT ("MASTER DECLARATION")

Mail to: McKENNA & ASSOCIATES, P.C.
436 Boulevard of the Allies,
Suite 500
Pittsburgh, PA 15219

DECLARATION OF CONDOMINIUM

FOR

VILLAS AT COOL SPRINGS, A CONDOMINIUM

ARTICLE I

SUBMISSION: DEFINED TERMS

1.1. Declarant; Property; County; Name. Rolling Lambert Building Co., a Pennsylvania corporation (the "**Declarant**"), hereby submits the real estate described in **Exhibit "A"** attached hereto (the "**Real Estate**") located in the Municipality of Bethel Park, Allegheny County, Pennsylvania, including all easements, rights and appurtenances, except as provided herein, 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.A. §3101 *et. seq.*, as amended (the "**Act**"), and hereby creates with respect to the Property, a condominium, to be known as the "**VILLAS AT COOL SPRINGS, A CONDOMINIUM**" (the "**Condominium**"). Phase I of the Condominium is described on **Exhibit "B"** attached hereto.

1.2. Easements and Licenses. Attached as **Exhibit "C"** is a copy of the recorded easements and licenses affecting the Real Estate.

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 used in the Act.

1.3.2 Terms Defined Herein. The following terms shall be defined as follows:

a. "**Association**" means the unincorporated Unit Owners' association of the Condominium which shall be known as the "**VILLAS AT COOL SPRINGS CONDOMINIUM ASSOCIATION.**"

b. "**Builder**" means the homebuilder initially constructing a residential dwelling Unit on the Property. The initial Builder shall be Rolling Lambert Building Co.

c. "**Building**" means any building located on the Property.

d. "**Common Elements**" means all portions of the Property except the Units.

e. **"Common Expenses"** means those expenses, both General Common Expenses and Limited Expenses, for which the Association is responsible under this Declaration, the Master Declaration (as that term is defined below and which document is attached as Exhibit "F") and the Act including, but not limited to: the actual and estimated costs of maintenance, management, operation, repair and replacement of the Common Elements, except as otherwise specifically provided in Section 2.7 hereof; the cost of utilities which are metered to the Association, except as hereinafter provided; cost of trash collection and removal; cost of management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and other employees; the cost of all landscaping, snow removal and other services benefiting the Common Elements, including public walks along Cool Springs Drive; cost of snow removal on walkways to Units and driveways; the cost of fire, casualty and liability insurance, workers' compensation insurance, errors and omissions and director, officer and agent liability insurance, and other insurance covering the Common Elements and the directors, officers and agents of the Association; taxes paid by the Association; the maintenance and repair of the Storm Water System, and the cost of any other expenses incurred by the Association for the common benefit of the Unit Owners are those expenses for which the Association is responsible under this Declaration, the Master Declaration (as that term is defined below and which document is attached as Exhibit "F") and the Act.

f. **"Condominium"** means the Condominium described in Section 1.1 above.

g. **"Declarant"** means the Declarant described in Section 1.1 above and all successors to any Special Declarant Rights through written and recorded instrument in accordance with the provisions of §3304 of the Act.

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

i. **"Demising Wall"** means either a structural or non-structural partition as shown on the Plats and Plans which either designates a boundary or is located entirely within a Unit.

j. **"Eligible Mortgage"** means a first mortgage encumbering a Unit whose holder, insurer or guarantor has submitted a written request to the Association pursuant to the provisions of Article VI.

k. **"Eligible Mortgagee"** means the holder, guarantor or insurer of an Eligible Mortgage.

l. **"Executive Board"** means the Executive Board of the Association.

m. **"General Common Expenses"** means all Common Expenses excluding Limited Expenses.

n. **"Limited Common Elements"** means any portions of the Common Elements which are (a) described as such in the Act, and/or (b) identified as such in this Declaration, and/or (c) identified as such on the Plats and Plans.

o. **"Limited Expenses"** means the Common Expenses described as such in Section 3314(c) of the Act as modified by Section 2.8 of this Declaration.

p. **"Master Declaration"** means the Declaration of Easements, Covenants, Conditions and Restrictions dated December 1, 2015 and Recorded with the Allegheny County Department of Real Estate at Deed Book Volume 16213, Page 97.

q. **"Mineral Rights"** means the coal, methane, minerals, oils, gas and mining and drilling interests in and of the Property, which the Declarant has excepted and reserved entirely unto itself.

r. **"Percentage Interest"** means the undivided ownership interest in the Common Elements appurtenant to each Unit, the relative voting strength in the Association appurtenant to each Unit and the relative Common Expense liability appurtenant to each Unit as set forth in Section 2.2 of this Declaration.

s. **"Plats and Plans"** means the Plats and Plans being recorded contemporaneously herewith in the office of Recorder of Deeds of Allegheny County, Pennsylvania as the same may be amended from time to time, which are hereby incorporated herein as Exhibit "D".

t. **"Property"** means the Property described in Section 1.1 above.

u. **"Reserved Common Elements"** means any portion of the Common Elements which the Executive Board designates for limited use pursuant to Section 3.3 hereof.

v. **"Unit"** means a unit as described herein and shown in the Plats and Plans.

w. **"Unit Owner" or "Owner"** means the fee simple owner or owners of a Unit.

ARTICLE II

ALLOCATION OF PERCENTAGE INTERESTS, VOTES AND COMMON EXPENSE LIABILITIES; UNIT IDENTIFICATION AND BOUNDARIES; COMMON ELEMENTS: MAINTENANCE RESPONSIBILITIES

2.1. Plats and Plans. The location and dimensions of the Buildings and other improvements comprising the Property and the location of the Units, Common Elements and Limited Common Elements of the Condominium are shown on the Plats and Plans.

2.2. Unit Identification, Percentage Interests. Attached as Exhibit "E" is a list of all Units by their identifying Numbers and the Percentage Interest allocated to each Unit, determined by a fraction having as the numerator the number 100 and as the denominator the total number of Units created in the Condominium at the time this Declaration is recorded. The Percentage Interest shall determine the share of General Common Expense liability appurtenant to each Unit. The Percentage Interest in the Common Elements will be reduced in accordance with the provisions of Article XV as additional Units are added to the condominium through the exercise of Declarant's right to create Units in the Convertible Real Estate as set forth in Article XV so that the total Percentage Interest of all Units will always be 100%. This will be accomplished by the recording of an Amendment to this Declaration setting forth the new Percentage Interest appurtenant to each Unit.

2.3. Voting. Each Unit shall have one vote. Class or cumulative voting is not permitted.

2.4. Composition. The Association is hereby organized upon the recording of this Declaration as an unincorporated association. The Association shall consist of all of the Unit Owners acting as a group in accordance with the Act, this Declaration and the By-Laws.

2.5. Unit Boundaries. The title lines or boundaries of each Unit are situated as shown on the Plats and Plans and are described as follows:

a. Horizontal boundaries. The upper and lower (horizontal) boundaries of the Unit shall be the following extended to intersections with the vertical boundaries:

1. Upper boundary. There shall be no upper horizontal boundaries. The Units shall extend through the roof and upward indefinitely.

2. Lower boundary. The horizontal plane of the bottom surface of the concrete floor slab of the basement of the Unit.

b. Vertical boundaries. The vertical boundaries of the Unit shall be the vertical planes, extended to intersections with each other and with the upper and lower boundaries of the Unit, of the inside surface of the exterior brick, siding or (in the case of Units with basements) poured concrete walls of the Unit which do not separate the Unit from the other Unit, and the center line of the wall separating any two Units.

c. Unit Contents. Each Unit shall also consist of:

1. The drywall and finished or decorated surfaces, including paint, lacquer, varnish, wallpaper, paneling, tile, carpeting and any other material applied to wall, floor or ceiling areas; all garage doors, entry doors and windows in exterior and perimeter walls, including all door and window frames, skylights and skylight assembly and all glass within such frames, excluding, however, the exterior surfaces of entry doors, garage doors and trim, foundations, structural parts, supports, columns and beams; all exterior walls; all parts of the Building above the drywall ceiling; corridors, roofs; all water and sewer lines, ductwork, electric and telephone wires, cable lines, pipes, fixtures, meters and/or equipment serving only the Unit.

2. All built-in and installed fixtures and equipment located within a Unit or located outside the Unit for the exclusive use of the Unit, commencing at the point of connection with the structural part of the Building or with utility pipes, lines or systems serving the Building, including furnaces, water heaters and duct-work and piping serving only one Unit.

3. All spaces, interior partitions and other fixtures and improvements within the title lines described above. Each Unit shall also include the items within the title lines described in §3202 of the Act which are appurtenant to the Unit.

2.6 Common Elements. The Common Elements shall mean and include all portions of the Property, excluding the Units and the Mineral Rights as set forth in Section 2.7 below but shall include the air space above the Buildings and the Property, and those portions of the Building which are not included within the title lines of any Unit and which are not made a part of a Unit pursuant to Section 2.5 above, including but not limited to the following:

a. The following parts of each Unit-containing Building: foundations; structural parts, supports, columns and beams; all exterior walls; all parts of the Building above the drywall ceiling of a Unit except for such items as are made a part of a Unit pursuant to Section 2.5; all portions of a Building below the horizontal plane of the bottom surface of the concrete floor slab of the ground floor or basement floor; roofs; all water and sewer lines, ductwork, electric and telephone wires, cable lines, pipes, fixtures, meters and/or equipment serving the Common Elements, one or more Units, or both.

b. All other apparatus, equipment and installations existing for the common use, including but not limited to, the streets, walks through Condominiums, landscaping and lamp posts.

c. Limited Common Elements as set forth in Article III.

d. The portions of Convertible and Withdrawable Real Estate, if any, until such portion or portions are converted into Units or are withdrawn from the Property as provided herein.

2.7. Mineral Rights. The Common Elements shall exclude the Mineral Rights as set forth in Sections 1.3.2 and 2.6 above. The Declarant excepts and reserves the Mineral Rights entirely unto itself.

2.8 Maintenance Responsibilities.

a. General. Maintenance responsibility is divided into responsibility for performance and responsibility for payment. Each Unit Owner is responsible for both performance of and payment for all maintenance, repair and replacement required for his Unit. In general, the Association is responsible for performing and payment for the maintenance, repair and replacement of both the Common Elements and the Limited Common Elements, including but not limited to the roofs, exterior walls and landscaped areas. Except as otherwise specified in the Declaration, the cost of the maintenance, repair and replacement of specific Limited Common Elements is charged as a Limited Expense, and payment responsibility is shared by the Unit Owner or Owners having the right to use such specific Limited Common Element in the same proportion as the respective Percentage Interests of such Units.

b. Specific Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units and Common Elements shall be maintained and repaired by each Unit Owner and by the Association respectively in accordance with the provisions of Section 3307 of the Act, except as expressly set forth to the contrary herein. The Association may provide for Association maintenance of Unit components where such items involve matters of concern related to the general health, safety and welfare of all occupants of the Condominium and may promulgate guidelines governing the division of maintenance and repair responsibilities between the Unit Owner and the Association. Landscaping, grass cutting, weeding, mulching and trimming will be performed by the Association. Maintenance, repair, replacement and snow removal from the Common Elements known as Cool Springs Drive as well as removal of snow from walkways to Units and Unit driveways will be performed by the Association. The cost of maintenance of entryway doors and garage doors, balconies, patios, sidewalks, front porch slabs and driveways shall be the responsibility of the Owners of the Units to which said entryway door, garage door, balcony, patio, front slab and driveway is appurtenant. A Unit Owner may undertake repair or replacement of such entryway door, garage door, balcony, patio and front porch slab and driveway appurtenant to such Unit only with the consent of the Association. If the necessary repair, maintenance or replacement work is not performed by the Unit Owner, the Association may authorize the repair or replacement of such items at the Unit Owner's expense.

2.9 Relocation of Unit Boundaries. Relocation of boundaries between Units and conversion of Units by the Declarant will be permitted subject to compliance with the provisions of Section 3214 and 3215 of the Act. Subdivision or conversion of the Units by the Declarant pursuant to Section 3215(c) of the Act may not result in more than ten (10) additional Units. Unit Owners may not subdivide Units after the initial purchase from Declarant. Declarant shall also have the right to convert Common Elements to Limited Common Elements.

2.10 SEPARATE ASSESSMENT FOR MULTI-PURPOSE ENTERTAINMENT COMPLEX COMMON AREA AND RETAIL/COMMERCIAL RECREATION COMMON AREA

A. THE CONDOMINIUMS ARE A PART OF A MULTI-PURPOSE ENTERTAINMENT COMPLEX AND RETAIL/COMMERCIAL RECREATION COMMON AREAS, WHICH AREAS SHALL BE REFERRED TO AS COOL SPRINGS SPORTS COMPLEX. SAID MULTI-PURPOSE ENTERTAINMENT COMPLEX INCLUDES A GOLF DRIVING RANGE, AN INDOOR AND OUTDOOR GOLF SIMULATOR, A MINIATURE GOLF COURSE, A MULTI-USE RECREATIONAL BUILDING AND A RESTAURANT AND SERVICE BAR. UNIT OWNERS SHALL BE ENTITLED TO UTILIZE SAID FACILITIES AT THOSE PARTICIPATION FEES SEPARATELY CHARGED AT EACH OF SAID FACILITIES, WHICH AMENITIES AND COMMERCIAL AND RECREATIONAL FACILITIES ARE THE SUBJECT OF A DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS DATED DECEMBER 1, 2015 AND RECORDED WITH THE ALLEGHENY COUNTY DEPARTMENT OF REAL ESTATE AT DEED BOOK VOLUME 16213, PAGE 97 UNDER WHICH COOL SPRINGS ASSOCIATES, L.P. IS THE DECLARANT AND WHICH IS ATTACHED HERETO AS EXHIBIT "F" ("MASTER DECLARATION").

B. UNIT OWNERS' RIGHTS OF ACCESS AND ENJOYMENT CREATED HEREBY SHALL BE SUBJECT TO THE FOLLOWING:

(1) THE RIGHT OF THE VENDORS WITHIN THE MULTI-PURPOSE ENTERTAINMENT COMPLEX AND RETAIL/COMMERCIAL RECREATION COMMON AREAS TO CHARGE USERS (INCLUDING UNIT OWNERS AND GUESTS) REASONABLE ADMISSION AND OTHER FEES FOR THE USE OF THE MULTI-PURPOSE ENTERTAINMENT COMPLEX AND RETAIL/COMMERCIAL RECREATION COMMON AREAS; AND

(2) THE RIGHT OF THE COOL SPRINGS ASSOCIATES, L.P., OR ITS SUCCESSOR OR ASSIGN, INCLUDING BUT NOT LIMITED TO ALL OWNERS AND/OR PERMITTEES OF LOTS 1A AND 1D, AS IDENTIFIED IN THE MASTER DECLARATION TO ADOPT RULES AND REGULATIONS GOVERNING THE USE OF THE PROPERTY.

C. IN ADDITION TO ALL GENERAL COMMON EXPENSES AND LIMITED COMMON EXPENSES CHARGEABLE AGAINST EACH UNIT OWNER UNDER THIS ARTICLE II, EACH UNIT OWNER SHALL BE OBLIGATED TO PAY TO THE VILLAS AT COOL SPRINGS CONDOMINIUM ASSOCIATION A SEPARATE ASSESSMENT LEVIED EXCLUSIVELY FOR A PROPORTIONATE SHARE OF THE COSTS FOR THE MANAGEMENT, OPERATION, REPAIR, REPLACEMENT AND MAINTENANCE OF THE MULTI-PURPOSE ENTERTAINMENT COMPLEX AND RETAIL/COMMERCIAL RECREATION,

INCLUDING THE STORM WATER SYSTEM FOR THE ENTIRE COMPLEX, COMMON AREAS AND FOR THOSE SERVICES AND FACILITIES RELATED THERETO, WHICH ADDITIONAL COMMON AREA MAINTENANCE ("CAM") EXPENSES ARE ITEMIZED MORE FULLY IN ARTICLE III OF EXHIBIT F. THE TOTAL YEARLY CAM FOR THE LOT 1B UPON WHICH THE CONDOMINIUMS ARE TO BE CONSTRUCTED IS 7.42% OF THE TOTAL BUDGET ADOPTED BY OR ON BEHALF OF COOL SPRINGS ASSOCIATES, L.P., OF WHICH THE ASSESSMENT PAYABLE BY EACH UNIT'S RECORD OWNER SHALL EQUAL THE DECLARANT'S PROPORTIONATE SHARE OF THE 7.42% ANNUAL CAM ASSESSMENT, DIVIDED BY THE NUMBER OF UNITS CERTIFIED FOR OCCUPANCY WITHIN THE ASSOCIATION. THE ASSESSMENT LEVIED UNDER THIS SUBSECTION C. SHALL BE ADJUSTED MONTHLY BASED ON THE PROPORTIONATE SHARE OF COMMON AREA MAINTENANCE CHARGED BY COOL SPRINGS ASSOCIATES, L.P. AND THE NUMBER OF UNITS AND DWELLING UNITS CERTIFIED FOR OCCUPANCY. ALL SUCH ASSESSMENTS UNDER THIS SECTION SHALL BE DEEMED A MASTER COMMON AREA MAINTENANCE EXPENSE, SUBJECT TO COLLECTION AS PROVIDED IN ARTICLE III OF EXHIBIT F. A UNIT OWNER'S FAILURE TO TIMELY PAY HIS PROPORTIONATE SHARE OF THE MASTER COMMON AREA MAINTENANCE EXPENSE SHALL RESULT IN A LIEN AGAINST THE DEFAULTING PARTIES UNIT, AND SHALL BE SUBJECT TO INTEREST AND LATE CHARGES AS PROVIDED FOR UNDER ARTICLE IX, SECTION 9.9.

ARTICLE III

LIMITED AND RESERVED COMMON ELEMENTS

3.1 Limited Common Elements. Limited Common Elements are those portions of the Common Elements that are specified herein as "Limited Common Elements" or are marked on the Plats and Plans as Limited Common Elements. Further, the Declarant may assign additional Limited Common Elements pursuant to the provisions of Section 3209 of the Act by (a) a written instrument of assignment or (b) including the information in the deed to the Unit to which such Limited Common Element shall be appurtenant or (c) by recording an appropriate amendment to this Declaration. Such assignments by the Declarant may be to Units owned by the Declarant. In general, Limited Common Elements shall be for the exclusive use of the Unit or Units to which such Limited Common Elements are appurtenant. The Limited Common Elements include, but are not necessarily limited to sidewalks appurtenant to the Units which they abut. All utility lines, whether within Unit boundary lines or not, which service more than one (1) Unit, but less than all of the Units, are Limited Common Elements.

Any portions of other Limited Common Elements marked on the Plats and Plans are Common Elements that may be assigned as Limited Common Elements by the Executive Board on any basis the Executive Board deems suitable.

There are no other Common Elements or Limited Common Elements which may be allocated or assigned in the future, except as described in the next paragraph.

The Executive Board may allocate portions of the open areas near or abutting Units for use by the owner of a particular Unit for purposes deemed appropriate by the Board such as fencing, garden or other planting areas, and installation of shrubbery.

3.2 Reserved Common Elements. Reserved Common Elements are parts of the Common Elements which the Executive Board may designate from time to time for use by less than all of the Unit Owners or by non-owners of any Units for specified periods of time or by only those persons paying fees or satisfying other reasonable conditions for use established by the Executive Board.

3.3 Utility Billings. Water, gas, electricity, cable, high speed internet and sewage are separately metered and will be billed to each Unit Owner separately, subject to the option of the Executive Board to later include any or all as a part of the General Common Expenses to each Unit Owner. Failure by any Unit Owner to pay charges as billed in accordance with the foregoing provisions shall authorize the Association to select such charges from such Unit Owner as a special assessment enforceable and in accordance with the provisions of Article IX and the Act.

ARTICLE IV

EASEMENTS

4.1. Additional Easements. In addition to and in supplementation of the easements provided for by §§3216, 3217, 3218 of the Act, the following easements are hereby created.

a. Access Easement. Each Unit Owner is hereby granted an easement on, over and through the Common Elements for the purpose of assuring to each Unit Owner adequate and uninterrupted access to and maintenance of each Unit.

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, including any Withdrawable Real Estate and/or the Convertible Real Estate. The easements created in this Section shall include, without limitation, rights of Declarant, the Association, 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 other communication 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 Declarant, or otherwise so as not to materially interfere with the use or occupancy of the Unit by its occupants. The Declarant and the Association shall have the right to install a water meter for any or every Unit in order to permit direct billing of each Unit Owner for actual water and sewer usage.

c. Declarant's Easement to Correct Drainage. Declarant reserves an easement, on, over and under those portions of the Common Elements and Units not located within a 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. Construction Easement. Until the expiration of ten (10) years after the date thereof, the Declarant shall have an easement through the Units and the Common Elements for access or any other purpose necessary to complete any renovations or work to be performed by the Declarant.

e. Mineral Rights Easement. Declarant reserves an easement on, over and under those portions of the Common Elements and Units not located within a Building for the purpose of exercising the Mineral Rights set forth in Section 1.3.2 above. 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.

f. Storm Water System Maintenance Easement and Easements identified in Master Declaration. Declarant reserves an easement on, over and under those portions of the Common Elements and Units for the purpose of maintaining and repairing the Storm Water System. Declarant adopts, identifies and reserves an easement on, over and under those portions of the Common Elements and Units as are identified in the Master Declaration as being subject to an easement for any purpose including but not limited to all easements identified in Article II of the Master Declaration.

4.2 Declarant's Easement for Development, Construction and Sales Representatives. Declarant, for itself and Builder, reserves an easement on, over and under Common Elements, unsold Units, any Convertible Real Estate and any Withdrawable Real Estate for all purposes relating to the construction, development, leasing sale and marketing of Units and other improvements on the Property and any Withdrawable Real Estate. This easement shall include, without limitation, the right of vehicular and pedestrian ingress and egress, the right to park motor vehicles and to engage in construction and marketing activities of any nature whatsoever, including the movement and storage of building materials and equipment, the conduct of sales,

leasing and management activities, and maintenance of models and offices and the erection and maintenance of directional and promotional signs.

4.3 Rights of the Association. In addition to any other rights and powers that the Association may possess pursuant to this Declaration, the Bylaws, the Rules and Regulations and the Act, as they may be amended from time to time, the Association shall have:

a. The right to grant permits, licenses and easements over the Common Elements for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium; and

b. A reasonable right of entry into any Unit to make emergency repairs and to do other work reasonably necessary for the proper maintenance or operation of the Condominium.

4.4 Easement for Access to Withdrawable Real Estate. Declarant hereby reserves an easement over those portions of the Common Elements containing the streets or other rights of way for vehicular and pedestrian ingress and egress as well as the installation of all necessary utilities in the event that the Withdrawable Real Estate is not developed as a part of the Condominium and access thereto is required over the streets of the condominium. The right to use this easement shall extend to Declarant, its successors and assigns, all tenants and other occupants of the buildings erected on such Withdrawable Real Estate and any other person claiming title through the Declarant. In the event that such easement is utilized, the cost of maintenance of the streets leading to the areas of the Withdrawable Real Estate encompassed by the easement shall be paid by the Declarant (or its successors in interest) and the Condominium Association in proportion to the actual utilization of such streets. Declarant shall not be responsible for the cost of maintenance and repair of any streets which do not serve portions of the Withdrawable Real Estate over which an easement is reserved under this paragraph, nor shall Declarant be responsible for any contribution to the maintenance of the Condominium as a whole as a result of the reservation of this easement.

ARTICLE V

USE RESTRICTIONS

5.1. 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. Subdivision. No Unit, except a Unit owned by Declarant, may be divided or subdivided into a smaller unit.

b. Nuisances. No noxious or offensive activity shall be carried on in any Unit, nor shall anything be done thereon which may be or may become an unreasonable annoyance or nuisance to the other Unit Owners.

c. Garbage and Refuse Disposal. Trash, garbage and other waste shall be kept only in sanitary containers and shall be disposed of in such manner as may be prescribed from time to time by Rules and Regulations promulgated by the Association, at all times subject, however, to ordinances of the Municipality of Bethel Park.

d. Residential Units. Units shall be used only as a residence for a single "family," or such other uses permitted by this Declaration. No Unit Owner shall permit his Unit to be used or occupied for any prohibited purpose. For purposes of this restriction, "family" shall be defined as an individual or two or more persons related by blood, marriage or adoption, living together as a single housekeeping unit, or not more than two (2) unrelated persons living as a single housekeeping unit. If zoning regulations permit professional activities to be conducted within the Units, application may be made by a Unit Owner to the executive Board for approval to conduct such newly permitted use of his Unit. Each such application shall be considered by the Executive Board on an individual basis. Notwithstanding the foregoing provision, no professional activity can be approved by the Executive Board which activity will generate additional traffic through the Property. Once the Executive Board has given its approval to a particular use of a Unit, it may not revoke such approval so long as the nature and scope of the approved use remains unchanged. No Unit Owner shall permit his Unit to be used or occupied for any prohibited purpose.

e. Animals. Except as specifically provided for within the Rules and Regulations, no animals of any kind shall be raised, bred or kept in the condominium. All animals must be kept leashed when outside the Units. No animals shall be left unattended in runs or kennels.

f. Obstruction and Storage. There shall be no obstruction or alteration of the yard area of any Unit or the Common Elements nor shall anything be stored in or on the yard area of any Unit or the Common Elements without prior consent of the Executive Board except as herein expressly provided. Except as approved by the Executive Board, no playhouse, trehouse, tool house, barn, greenhouse, gazebo or outbuilding or structure of any type detached from the dwelling, or any children's play equipment or recreational equipment, can be constructed or placed on any Common Element. Portable equipment or recreational equipment will be permitted with the approval of the Executive Board and subject to the provision that it is stored within the dwelling when not in use. 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.

g. Insurance. Nothing shall be done or kept 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.

h. Architectural Controls. Excluding decks and patios, installation which extend beyond the boundaries of the Unit into the Common Elements are not permitted. Further, a Demising Wall may not be relocated or altered without the written consent of the Executive Board, and provided further, that the provisions of Section 5.2 are adhered to. Unit Owners are not permitted to 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 any Unit without first obtaining the written permission of the Executive Board pursuant to Section 5.2. The foregoing provision shall not apply to a Builder.

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

j. Signs.

(i) With the exception of the rights reserved to Declarant and to Builders, no sign, poster, billboard or other advertising device of any character shall be erected, hung, flown or maintained on or over the Common Elements or shown or displayed from or over the Units without prior written approval having been obtained from the Executive Board; provided, however, that the restrictions of this paragraph shall not apply to one sign or notice per Unit of reasonable dimension and location located in the window of the Unit, which states that a Unit is for rent or sale, or to such signs as may be required by a legal proceeding. No such sign or notice may be placed in or on the Common Elements or Limited Common Elements. The Executive Board may summarily cause all unauthorized signs to be removed or destroyed.

(ii) 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 Eligible Mortgagee, who may become the Owner of any Unit, to place such signs on any Unit owned by such Eligible Mortgagee.

k. Structural Changes. No Unit Owner shall make or permit any addition, alteration or improvement to his Unit which could or might affect the structural integrity of the Building.

l. Vehicle Storage. Except as provided herein, there shall be no storage upon any Units, Limited Common Elements or Common Elements of any, , tractor, trailer, mobile home, camper, boat or other commercial transportation device of any kind, unless approved by the Executive Board and permitted by the Rules and Regulations

hereinafter adopted. No owners or tenants shall repair or restore any vehicle of any kind upon any Units, Limited Common Elements or Common Elements except for normal maintenance or emergency repairs. In addition, the Board shall have the right to adopt further detailed rules and regulations concerning parking and the operation of vehicles on the Property.

5.2 Additions, Alterations or Improvements to Units. No Unit Owner shall make or permit any structural change, addition, alteration or improvement in or to his Unit without the prior written consent of the Executive Board, which shall not be unreasonably withheld, and, if such change results in rendering inaccurate the description of that unit on the Plats and Plans, it shall not be undertaken until the Plats and Plans have been duly amended at the cost and expense of such Unit Owner. Requests for such consent 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 sixty (60) days after receipt thereof, and shall be deemed to have denied such request where no response is made within that period. Application to any governmental authority for necessary permits shall only be made by a Unit Owner after such Unit Owner has received prior written approval of the Executive Board for such application and submitted a copy of such a proposed application to the Executive Board for approval; provided, further, that if the Executive Board so desires, the Executive Board shall be the applicant as agent for and at the expense of the Unit Owner, without the Executive Board to incur any liability by reason of acting as such agent of the Unit Owner. The foregoing provision shall not be applicable to the Declarant or Builder. The initial Builder has had plans pre-approved by the Declarant.

5.3. 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 adopted 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. Initially, the Rules and Regulations shall be proposed by the Declarant and adopted by the first Executive Board. Any further adoption or amendment of the Rules and Regulations shall require the Executive Board to give at least thirty (30) days' written notice to all Unit Owners of the proposed rules and regulations (or amendments) and provide all Unit Owners with an opportunity to comment on the proposed rules, either in writing or at a regular or special meeting of the Board, prior to the adoption or amendment of the Rules and Regulations.

ARTICLE VI

MORTGAGES

6.1 Mortgages. A Unit Owner may voluntarily encumber or subject his Unit to a mortgage lien. There are no restrictions imposed hereby on the right of a Unit Owner to mortgage his Unit. However, other than with respect to a mortgaged Unit, a mortgagee shall have no right to (a) participate in the adjustment of losses with insurers or in the decision as to whether or not repair or restore damage to or destruction of the Property, (b) receive or apply the

proceeds of insurance to the reduction of the mortgage debt or otherwise, except in the event and to the extent of a distribution thereof to Unit Owners pursuant to Section 3312 of the Act, or (c) accelerate the mortgage debt or to have any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere on the Property other than within the affected Unit, and the obligation secured shall be repayable, without penalty, upon any termination of the Condominium. No mortgagee, as the term is defined in this Declaration, will be considered a Unit Owner by reason of holding such mortgage but only in the event legal title is, in fact, vested in such mortgagee.

6.2. Eligible Mortgagee.

a. In order to be an "Eligible Mortgagee" and be entitled to the rights set forth in this section or elsewhere in this Declaration, the holder, insurer or guarantor of mortgage encumbering a Unit must provide to the Association a statement of its name, address and Unit mortgaged. Upon receipt of notice from an Eligible Mortgagee, the Secretary of the Executive Board shall instruct the insurer of the Property to add the name of the Eligible Mortgagee to the mortgagee loss payable provision of the hazard insurance policy covering the Property and to provide such Eligible Mortgagee with a Certificate of Insurance showing that the Eligible Mortgagee's name has been so added. The Secretary shall maintain a register of such Eligible Mortgages, showing the names and address of the Eligible Mortgagees.

b. An Eligible Mortgagee shall be entitled on written request to receive from the Executive Board a written statement of any delinquent assessments or other defaults by the Unit Owner, copies of any notices of default sent to the Unit Owner and copies of budgets and financial reports sent to the Unit Owner. An Eligible Mortgagee shall be permitted to examine on request, the current Declaration, By-Laws, Rules and Regulations, and records and financial statements of the Executive Board during regular business hours at the Executive Board's office.

c. When an Eligible Mortgagee obtains title to the Unit as a result of foreclosure of the Eligible Mortgage, or by deed in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the share of the Common Expenses chargeable to such Unit prior to the date on which title is so acquired.

d. The request of an Eligible 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 validity of any request made by an Eligible Mortgagee hereunder.

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

ARTICLE VII

RIGHTS OF MORTGAGEES

7.1. Rights of Eligible Mortgagees. An Eligible Mortgagee (which by definition includes the insurers or guarantors thereof) shall, upon written request to the Executive Board, which request shall state the name and address of such mortgagee, insurer or guarantor, be entitled to timely written notice of:

a. Any proposed amendment of the Declaration effecting a change in (i) the boundaries of any Unit or the exclusive Limited Common Elements appertaining thereto; (ii) the interests in the Common Elements or Limited Common Elements appertaining to any Unit; (iii) the liability for Common Expenses appertaining to any Unit; (iv) the number of votes in the Association appertaining to any Unit; (v) the purposes to which any Unit or the Common Elements or Limited Common Elements are restricted; excepting from the foregoing, however, amendments in the ordinary course of converting Convertible Real Estate into Units or Limited Common Elements, withdrawing Withdrawable Real Estate, or amendments pursuant to rights reserved by the Declarant in Section 17.1(d) relating to Units then owned by the Declarant; and

b. Any proposed termination of the Condominium; and

c. Any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects any Unit on which there is a first mortgage by any such Eligible Mortgagees; and

d. Any delinquency in the payment of assessments or charges owed by the owner of a Unit subject to the mortgage of any such Eligible Mortgagee, when such delinquency has continued for a period of sixty (60) days; and

e. Any lapse, cancellation or material modification of any insurance policy maintained by the Association.

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

7.2. Additional Rights of Eligible Mortgagees. To the extent permitted by applicable law, holders of Eligible Mortgages shall also be afforded the following rights:

a. Any restoration or repair of the Condominium, after partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Declaration and the Plats and Plans, unless other action is approved by Eligible Mortgagees holding Eligible Mortgages encumbering Units having at least fifty-one (51%) percent of the votes of the Units subject to Eligible Mortgages;

b. Except when the formula for reallocation of the Percentage Interest and the Common Elements appurtenant to each Unit after partial condemnation or partial destruction of the Condominium is fixed by applicable law, no reallocation of interest in the Common Elements resulting from partial condemnation or partial destruction of the Condominium may be effective without the prior approval of Eligible Mortgagees holding mortgages on all remaining Units, whether existing in whole or in part, and which have at least fifty-one (51%) percent of the votes of such remaining Units subject to Eligible Mortgages;

c. In the event that a professional management firm has been previously required by any Eligible Mortgagee or eligible insurer or guarantor, any decision to establish self-management by the Association shall require the prior consent of the Unit Owners to which at least sixty-seven (67%) percent of the votes in the Association are allocated and the approval of Eligible Mortgagees on the Units having at least fifty-one (51%) percent of the votes of the total number of Units subject to Eligible Mortgages.

ARTICLE VIII

LEASING

8.1. Residential Unit Leases. A Unit Owner may lease or sublease his Unit (but not less than his entire Unit) at any time and from time to time provided that: (1) no Unit may be leased or subleased for transient or hotel purposes or for any period less than six months; (2) no Unit may be leased to other than a "family;" (3) a copy of such lease or sublease shall be furnished to the Executive Board within ten (10) days after execution thereof; and (4) 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.

8.2. Exceptions. The foregoing restrictions shall not apply to leases made by Declarant or by an Eligible Mortgagee who takes title pursuant to foreclosure.

ARTICLE IX

BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

9.1. Annual Budget. The Executive Board shall prepare an annual budget for each fiscal year of the Association in accordance with the provisions of the Act. Common Expenses under the budget shall be allocated in accordance with each Unit's Percentage Interest.

9.2. Special Assessments. If the cash requirement estimated at the beginning of any fiscal year shall prove to be insufficient to cover the actual Common Expenses for such fiscal year, 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.

9.3. Payments. 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. Liability for assessments for Common Expenses and Limited Expenses shall commence with respect to a Unit upon conveyance of that Unit by the Builder to the Unit Owner, and Declarant and Builder shall have no liability for any assessments prior to such conveyance.

9.4 Payment of Common Expenses. The obligation to pay Common Expenses that benefit fewer than all of the Units shall be assessed exclusively against the Units benefited on an equal basis. The Declarant shall be responsible for all costs of the Association until such time as the Executive Board of the Association establishes an assessment against Units. For assessment purposes, a Unit is deemed to be created, and thus subject to the payment of assessments, only upon issuance of an occupancy permit for that Unit or the possession of such Unit, whichever later occurs. Declarant shall not be assessed on unsold Units that have not yet been created, but shall be responsible for any actual costs incurred by the Association with respect to such Units to which Declarant holds title on an equal basis with Units that are sold and occupied.

9.5 Surplus. Any amounts accumulated from assessments and income from the operation of the Common Elements in excess of the amount required for actual expenses and reserves shall be credited to each Unit Owner in accordance with their Percentage Interest, said credits to be applied to the assessments due from said Unit Owners under the next fiscal year's budget.

9.6 Limitation on Expenditures. There shall be no structural alterations, capital additions to, or capital improvements on the Common Elements (other than for purposes of repairing, replacing and restoring portions of the Common Elements) requiring an expenditure in excess of ten percent (10%) of the Association's total budget for that fiscal year without the prior approval of two-thirds (2/3) of the Unit Owners.

9.7 Reserve; Capital Improvement Fee. Each annual Budget for Common Expenses shall include an amount reasonably considered by the Executive Board to be sufficient as a reserve for replacements, contingencies, capital expenditures and deferred maintenance. To initiate such reserve, the Declarant shall collect from each of its grantees at time of settlement an amount equal to two (2) months Common Expense assessment as a Capital Improvement Fee in accordance with the Act commencing with the conveyance of the completed Unit from the Builder to the Unit Owner. In addition, the Executive Board shall have the right to segregate all or any portion of the reserve for any specific replacement or contingency upon such conditions as the Executive Board deems appropriate. The Board may treat such sums as capital contributions or take any other action which it deems to be required by the Internal Revenue Code to obtain the optimum use of said funds.

9.8 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 for the preceding fiscal year actually incurred and paid 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, showing the net excess or deficit of income over expenditures plus reserves.

9.9. Interest and Late Charges. All Common Expense Assessments, Special Assessments and assessments under Article IV, Section 4.3 shall be subject to a reasonable late charge, with the amount to be determined at the discretion of the Executive Board, which late charge will be levied as of the fifth (5th) day following the due date for the payment of any such assessments. Sums assessed by the Executive Board against any Unit Owner shall also bear interest thereon at the rate of fifteen percent (15%) per annum or such other rate as may be determined by the Executive Board from the sixtieth (60th) day following the due date of any such assessment. If any assessments are past due for more than sixty (60) days, the Executive Board may accelerate all of the assessment payments due from such Unit Owner for that fiscal year of the Association, and the total amount assessed against the Unit Owner for that fiscal year but not yet paid shall become immediately due and payable.

9.10. Failure to Fix New Assessments. If the Executive Board shall fail to fix new assessments for Common Expenses for the subsequent fiscal year before the expiration of any fiscal year, the Unit Owners shall continue to pay the same sums they were paying for such assessments during the fiscal year just ended and such sum shall be deemed to be the new assessments for the succeeding fiscal year. If the Executive Board shall change the assessment at a later date, such new assessment shall likewise be treated as Common Expense assessment adopted and assessed on a monthly basis.

9.11. No Exemption or Waiver. No Unit Owner is exempt from liability with respect to the Common Expenses by waiver of the enjoyment of the right to use any of the Common Elements or by the abandonment of his Unit or otherwise.

9.12. Personal Liability of Unit Owners. All sums assessed by the Association as a Common Expense assessment or Special Assessment, together with late charges and interest thereon, shall constitute the personal liability of the owner of the Unit so assessed and also shall, until fully paid, constitute a lien against such Unit pursuant to § 3315 of the Act. The Association may take action for failure to pay any assessment or other charges pursuant to § 3315 of the Act and may assess a late charge for failure to pay the assessment or other charge on the date on which it is due. Any delinquent Owner shall also be obligated to pay (i) all expenses of the Executive Board, including reasonable attorneys' fees, incurred in the collection of delinquent assessments by legal proceedings or otherwise, and (ii) any amounts paid by the Executive Board for taxes or on account of superior liens or otherwise to protect its lien, which expenses and amounts, together with accrued late charges and interest, all of which shall constitute part of the delinquent assessment and shall be collectible as such.

9.13. Unpaid Assessments upon Execution Sale Against a Unit. Any unpaid assessments which cannot be promptly collected from the former Unit Owner may be reassessed by the Executive Board as a Common Expense to be collected from all of the Unit Owners, including (by way of illustration and not limitation) the purchaser who acquired title at the Sheriff's sale, the heirs, successors and assigns of the former Unit Owner and any holder of a Eligible Mortgage who comes into possession of a Unit by Deed in lieu of foreclosure or

assignment in lieu of foreclosure.

9.14. Liability of Purchaser of Unit for Unpaid Assessments. Notwithstanding the provisions of this Article (but subject to the provisions of § 3407(c) of the Act), upon the voluntary sale, conveyance or any other voluntary transfer of a Unit or any interest therein, the grantee thereof shall be jointly and severally liable with the grantor thereof for all unpaid assessments for Common Expenses which are a charge against the Unit as of the date of consummation of the sale, conveyance or transfer, but such joint and several liability shall be without prejudice to such grantee's right to recover from such grantor the amount of any such unpaid assessments which such grantee may have paid, and until any such assessments are paid, they shall continue to be a lien against the Unit which may be enforced in the manner set forth in § 3315 of the Act. Notwithstanding the foregoing, any holder of an Eligible Mortgage which comes into possession of a Unit by Deed in lieu of foreclosure or assignment in lieu of foreclosure, shall not be liable for any unpaid assessments for Common Expenses or Limited Expenses, or for fees, charges, late charges, fines and interest charged pursuant to § 3302(a)(10), (11) and (12) of the Act, which are charges against the Unit taken by such Eligible Mortgagee in lieu of foreclosure, and any such charges may be reassessed by the Executive Board as Common Expense to be collected from all of the Unit Owners (including said Eligible Mortgagee which acquired such Unit in lieu of foreclosure).

ARTICLE X

LIMITATION OF LIABILITY

10.1. Limited Liability of the Executive Board. 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 as provided in Section 3303(a) of the Act;

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 or 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; and

f. Shall have no personal liability arising out of the use, misuse or condition of the Buildings, 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.

10.2. 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 attorney's 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 wherein 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 members and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

10.3. 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 the holders of any mortgages on Units and such complaints shall be defended by the Association. The Unit Owners and the holders of mortgages on Units shall have no right to participate in such defense other than through the Association.

10.4. 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.

ARTICLE XI

INSURANCE

11.1. Types and Amounts. The Association shall obtain the following types and amounts of insurance (but in all events all insurance required by § 3312 of the Act:

a. Hazard insurance, with an endorsement for extended coverage, or such other fire and casualty insurance as the Executive Board may determine which provides equal or greater protection for the Unit Owners and the holders of Eligible Mortgages, if any, in each case complying with the applicable requirements of this Article. Such hazard insurance shall, if and to the extent reasonably available, provide coverage of all portions of the Property outside of the Units (including, but not limited to, those portions of the interior and exterior walls of the Building not included in the definition of a Unit), and may, at the option of the Executive Board, cover the betterments and improvements to a Unit. 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 debris removal. The Executive Board may also obtain demolition coverage and such other hazard insurance coverage as the Executive Board deems appropriate. If such hazard insurance becomes unavailable in the future, the Executive Board shall obtain such comparable insurance as is then available. The amount of any such hazard insurance obtained pursuant to this Article shall be reviewed annually by the Executive Board, and shall be not less than one hundred (100%) percent of 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 normal excluded from coverage), with an "agreed amount endorsement" and an "inflation guard endorsement," if available.

b. Comprehensive liability insurance, complying with the requirements of this Article, 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 Dollars (\$1,000,000.00) Combined Single Limit covering all claims for personal injury (including medical payments) and property damage. The Executive Board may arrange coverage meeting the requirements of the preceding sentence with such deductibles and umbrella policies as are reasonable for a structure of like site and use located in Allegheny County. The insurance obtained by the Executive Board 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, in such amounts as are deemed appropriate by the Executive Board. The scope and amount of coverage of all liability insurance policies

shall be reviewed annually by the Executive Board and may be changed in its discretion, provided that such shall continue to comply with the requirements of this Article.

c. At the option of the Executive Board, 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 and volunteers, where such coverage is available for volunteers) responsible for handling funds belonging to or administered by the Association.

d. Such workers' compensation insurance as applicable law may require.

e. Insurance to satisfy the indemnification obligation of the Association and all Unit Owners set out in Article X hereof, if and to the extent available.

11.2. Required Provisions. Insurance obtained by the Association shall be in accordance with 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 any 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, if possible, and, for the hazard insurance policy described above, the Executive Board shall endeavor to use a company holding a rating of Class A or better by Best's Insurance Reports, or by an equivalent rating or bureau should Best's Insurance Reports cease to be issued. Exclusive authority to adjust losses under all policies 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 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.

c. 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.

d. Such policies shall not be canceled, 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 holders of Eligible Mortgages whose names and addresses are on file with the insurer.

e. Such policies shall not be canceled, 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 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.

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

g. The insured under each policy required pursuant to this Article shall be the Association.

h. Each insurance policy required to be carried by the Association pursuant to this Article shall be endorsed to provide that all proceeds shall be payable to the Association.

i. 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 condominium property over which the Association has no control.

j. 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 (1) without the prior written approval of the Association; or (2) when in conflict with any requirement of law.

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

l. In the event that any of the requirements of this Article become unenforceable because of changes in applicable laws or regulations affecting the insurance industry, or become unavailable due to unreasonable expense or changes in the insurance market, such provisions shall each be deemed severable and may be temporarily or permanently eliminated by the Executive Board upon receipt of a written opinion from an independent insurance agent or other consultant stating the basis why such insurance requirement is not enforceable or available, as the case may be. At least sixty (60) days prior to taking any such action, the Executive Board shall give written notice to each Unit Owner and Eligible Mortgagee who has registered with the Association and such action may be blocked by written petition or referendum of a majority of the Unit Owners or the written objection of Eligible Mortgagees holding mortgages on at least fifty-one (51%) percent of the Units. Nothing contained in this paragraph shall be deemed to limit any requirements of Article VII hereof, and in the event of an inconsistency, Article VII shall prevail.

11.3. Unit Owner Insurance.

a. The Executive Board shall have the power to establish reasonable minimum limits for such coverage and to require all Unit Owners to carry such other types of insurance on their Units as the Executive Board may reasonably require, including, without limitation, the inside surfaces of Demising Walls, ceilings and floors, and the contents of the Units. All insurance carried by Unit Owners shall comply with the provisions of this Section and shall be carried with insurance companies satisfying the requirements of this Article.

b. Unit Owners shall be responsible for the payment of all insurance deductibles on any insurance coverage provided by the Association which covers the improvements and betterments of their Unit.

c. All additional insurance obtained by any Unit Owner shall be at his own expense; PROVIDED, HOWEVER, that: (1) such policies shall not be invalidated by the waivers of subrogation contained in this Declaration; and (2) 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 condominium property at any particular time.

d. 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 such individual policy with the Association within thirty (30) days after purchase of such insurance.

ARTICLE XII

CONDEMNATION

If all or any part of the Common Elements shall be taken, injured or destroyed by eminent domain, the Executive Board shall act on behalf of the Association and Unit Owners to negotiate and obtain an award of damages for such taking, which award shall be payable to the Association as trustee for all of the Unit Owners and their mortgagees. After such determination, each Unit Owner shall be entitled to a share of the damages equal to the Percentage Interest in the Common Elements appurtenant to his Unit. The Unit Owners directly affected by any such taking shall represent and negotiate for themselves with respect to damage awards for their respective Units.

ARTICLE XIII

TERMINATION

13.1. Means of Termination. The Condominium may be terminated in the following manner:

a. By Statute. As provided by the Act.

b. Destruction. In the event there is substantial destruction of all of the Buildings and eighty (80%) percent of the Unit Owners directly affected by said destruction and by Eligible Mortgagees who represent fifty-one (51%) percent of the votes of the Units that are subject to Eligible Mortgages, voting as in all other instances, shall duly resolve not to proceed with repair or restoration, then and in that event, the Condominium form of ownership will be thereby terminated. The determination not to reconstruct after casualty shall be evidenced by a certificate of the Executive Board executed by the President and Secretary certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Allegheny County, Pennsylvania.

c. General Provisions. The termination of the Condominium shall be evidenced by an agreement executed in accordance with the Act certifying as to facts effecting the termination, which agreement shall become effective upon being recorded in the public records of Allegheny County, Pennsylvania. When the Property has been removed from the provisions of the Act, the former Unit Owners shall, at the time such removal becomes effective, become tenants in common of the Property, and the holders of mortgages, judgments and other liens against the Unit or Units formerly owned by such Unit Owners shall have mortgages, judgments and liens upon the respective undivided common interests of the Unit Owners in the entire Property. The undivided interest in the Property owned in common which shall appertain to each Unit Owner following such removal shall be in the same proportion of the fair market value of such Unit Owner's interest to the fair market value of the interest of all Unit Owners determined in accordance with Section 3220 of the Act. All funds held by the Executive Board and all insurance proceeds, if any, shall be and continue to be held for the Unit Owners in proportion to the amount of their respective Percentage Interests determined as aforesaid in accordance with Section 3220 of the Act. The costs incurred in connection with such termination shall be a Common Expense.

d. Removal from Act. If the Property shall be removed from the provisions of the Act, then the Property may be subject to an action for partition by any Unit Owner or lien or as if owned in common in which event the net proceeds of sale shall be divided among all the Unit Owners in proportion to the fair market value of their respective percentage Interests determined in accordance with Section 3220 of the Act; provided, however, that no payment shall be made to a Unit Owner until there has first been paid from his share of such net proceeds all liens or charges on his Unit. Such removal of the Property from the provisions of the Act shall not preclude its subsequent submissions to the provisions thereof in accordance with the terms of the Act or in the alternative, the Act, if appropriate.

ARTICLE XIV

DECLARANT'S RIGHTS

14.1. Election of Board. 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 members of the Executive Board shall be elected by Unit Owners other than Declarant.

c. Not later than the earlier of (i) seven years after the date of the recording of this Declaration, or (ii) 180 days after 75% of the Units which may be constructed on the Property 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.

d. Declarant may remove and appoint replacements for any members of the Executive Board appointed by the Declarant. Declarant may not unilaterally remove any members of the Executive Board elected by Unit Owners other than Declarant.

14.2. Master Association. Declarant has made Villa at Cool Springs Condominium Association a part of the unincorporated "Declarations of Easements, Covenants, Conditions and Restriction, which Lot 1A, Lot 2A, Lot 3A and Lot 4A, and identifies Cool Springs Associates, LP as the declarant, and which is recorded in the Recorder's Office of Allegheny County, Pennsylvania, in Plan Book Volume 16213, Page 97. Declarant does reserve the further right to make this part of another master association.

14.3. Merger. Declarant does reserve the right to merge or consolidate the condominium.

14.4. Declarant's Use for Sales Purpose. Declarant shall have the right to maintain sales offices, management offices and models for use in connection with the sale and leasing of Units in the condominium. 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. There shall

be no more than one office at a time and it shall not be larger than a Unit.

14.5. Signs. Declarant and Builder shall have the right to maintain on the Property such advertising signs as Declarant in its sole discretion may deem appropriate to advertise the sale and/or leasing of Units, provided that such signs comply with applicable governmental requirements. Declarant may from time to time relocate such advertising signs. Declarant and any successor in interest, including the Association, shall have the right to erect and maintain signs to advertise the entrance to the Condominium.

ARTICLE XV

WITHDRAWABLE AND CONVERTIBLE REAL ESTATE

15.1. Reservation of Option to Contract the Condominium. The Declarant hereby reserves an option until the tenth (10th) anniversary of the recording of this Declaration to contract the Condominium from time to time in compliance with Section 3212 of the Act by the removal from the condominium form of ownership any or all of the portions of Withdrawable Real Estate without the consent of any Unit Owner or any mortgagee. This option to contract the condominium may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant.

15.2. Reservation of Option to Convert Convertible Real Estate. The Declarant hereby reserves an option until the tenth (10th) anniversary of the recording of this Declaration to convert all or any portion of the Convertible Real Estate into Units, Limited Common Elements or any combination thereof from time to time in compliance with Section 3211 of the Act without the consent of any Unit Owner or any mortgagee. This option to convert may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant.

15.3. Assurances with Respect to Convertible and Withdrawable Real Estate.

a. Effect of Withdrawal of Withdrawable Real Estate. The withdrawal of Withdrawable Real Estate from the condominium from ownership shall have the effect of terminating the ownership interest of all Unit Owners in the portion of Withdrawable Real Estate so withdrawn.

b. Limitations on Option to Convert or Withdraw Convertible and Withdrawable Real Estate. Except as provided herein or as may be created by or imposed pursuant to law, there are no limitations on the Declarant's option to convert Convertible Real Estate or withdraw Withdrawable Real Estate.

c. Effect of Conversion or Withdrawal of Real Estate on Common Element Interest and Common Expense Liability.

(i) The withdrawal by the Declarant of any or all of the portions of Withdrawable Real Estate will have no effect on the relative Common Element interest, relative voting strength in the Association or relative common expense liability appurtenant to each Unit.

(ii) The conversion by the Declarant of any or all portions of Convertible Real Estate into additional Units will decrease the Percentage Interest appurtenant to each Unit, and thus decrease the percentage of the relative Common Element interest, the relative voting strength and relative Common Expense Liability appurtenant to each Unit in accordance with the following formula:

$$\frac{100\%}{A} = B\%$$

where "A" equals total number of Units in the Condominium, including the new Units contained in the portions of Convertible Real Estate being converted; and "B%" equals the new percentage Common Element interest, relative voting strength in the Association and common expense liability of each Unit. The final Percentage Interest appurtenant to each Unit will depend on the number of additional Units created in the Convertible Real Estate.

d. Time and Sequence of Conversion or Withdrawal of Real Estate.

(i) Any portion of the Convertible Real Estate or Withdrawable Real Estate may be converted or withdrawn at any time during the ten (10) year option period.

(ii) The Declarant makes no assurances with respect to the sequence or order of conversion of the Convertible Real Estate or withdrawal of the Withdrawable Real Estate.

(iii) If any portion of Convertible Real Estate or Withdrawable Real Estate is converted or withdrawn, none of the remaining portions of Convertible Real Estate or Withdrawable Real Estate must be converted or withdrawn.

e. Number of Units. If the Declarant elects to convert all of the Convertible Real Estate, the maximum number of Units on the Convertible Real Estate as an aggregate will be no more than 23 Units, with an average overall density of no more than 2.5 Units per acre.

f. Restriction to Residential Use. All of the Units which may be created within all portions of the Convertible Real Estate will be restricted exclusively to residential use.

g. Nature of Units Created Within Convertible Real Estate. The Declarant makes no assurances with respect to the architectural style, quality of construction, principal materials that may be employed in construction or the size of any Units which

may be created within any portion of the Convertible Real Estate, except that the Declarant does assure that all future improvements will be consistent with the initial improvements in terms of quality of construction,

h. Use, Occupancy and Alienation of Units Created Within Convertible Real Estate. Any and all restrictions contained in this Declaration affecting use, occupancy and alienation of Units will apply to all Units which may be created within any portion of the Convertible Real Estate.

i. Improvements, Common Elements and Limited Common Elements. The Declarant makes no assurances with respect to any improvements, Common Elements or Limited Common Elements which may be created upon or within any portion of the Convertible Real Estate.

j. Location of Buildings or other Improvements. The Declarant makes no assurances with respect to the locations of any buildings or other improvements which may be constructed or made within any portion of the Convertible Real Estate.

k. Nature and Size of Common Elements. The Declarant makes no assurances with respect to the type, nature, or size of any Common Elements or Limited Common Elements which may be created within any portion of the Convertible Real Estate.

l. The Proportion of Common Elements and Limited Common Elements to Units. The Declarant makes no assurances with respect to whether the proportion of Common Elements or Limited Common Elements to Units created within any portion of the Convertible Real Estate will be approximately equal to, less than, or greater than the proportion of Common Elements or Limited Common Elements to Units within any other parts of portions of the Condominium.

m. Assurances with Respect to Withdrawable Real Estate. Any assurances made in the Declaration with respect to the Convertible Real Estate do not apply to any portion of real estate which is not converted but is withdrawn as Withdrawable Real Estate.

ARTICLE XVI

ARBITRATION

Any disputes arising concerning the interpretation of this Declaration shall be submitted to binding arbitration before a single arbitrator. The rules of the American Arbitration Association shall govern all such proceedings and this shall be a common law arbitration pursuant to the provisions of 42 Pa.C.S.A. § 7341 or successor legislation.

ARTICLE XVII

AMENDMENT OF DECLARATION

17.1 In General. Subject to the other provisions of this Declaration relative to amendment, particularly with respect to Withdrawable and Convertible Real Estate, this Declaration and the Declaration Plans may be amended in the following manner:

a. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

b. Resolution. An amendment may be proposed by either the Executive Board or by twenty (20%) percent of the Unit Owners. A resolution adopting a proposed amendment must bear the approval of sixty-seven (67%) percent of the Unit Owners. Owners not present at the meetings considering the amendment may express their approval, in writing, or by proxy, given before such meeting was held.

c. Agreement. In the alternative, an amendment may be made by an agreement signed and acknowledged by sixty-seven (67%) percent of the record owners of the Units in the Condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the public records of Allegheny County, Pennsylvania.

d. Proviso. Provided, however, that no amendment shall discriminate against any Unit Owner nor against any Unit or class or group of Units unless the Unit Owners and mortgagees so affected shall consent; no amendment shall change any Unit nor the percentage share in the Common Elements or Limited Common Elements, and any other of its appurtenances not increase the Unit Owner's share of the Common Expenses unless the owner of the Unit concerned and the Eligible Mortgagee with respect thereto shall join in the execution of the amendment (except as such Percentage Interest in the Common Elements and Common Expenses may be decreased by the creation of additional Units in the Convertible Real Estate as permitted hereby), and further, except to the extent permitted by applicable law, no amendment shall change any of the provisions governing the following without the approval of holders of Eligible Mortgagees encumbering at least fifty-one percent (51%) of the Units which are encumbered by Eligible Mortgages: (i) voting rights; (ii) increases in assessments that raised the previously assessed amount by more than twenty-five percent (25%), assessment liens, or their priority of assessment liens; (iii) reductions in reserves for maintenance, repair and replacement of Common Elements; (iv) responsibility for maintenance and repairs; (v) reallocation of interests in Common Elements or Limited Common Elements or rights to their use; (vi) redefinition of any Unit boundary; (vii) convertibility of Units into Common Elements or vice versa; (viii) expansion or contraction of the Property or the addition, annexation or withdrawal of property to or from the Property, except in accordance with the phased legal development involving the creation of Units within the Convertible Real Estate and or the withdrawal of the Withdrawable Real Estate; (ix) hazardous or fidelity insurance requirements; (x) imposition of any restrictions on the leasing of Units; (xi) imposition of any restrictions

on a Unit Owner's right to sell or transfer his or her Unit; (xii) restoration or repair of the Property (after damage or partial condemnation) in a manner other than specified in Declaration; or (xiii) any provisions which are for the express benefit of Eligible Mortgagees or eligible insurers or guarantors of Eligible Mortgages on the Units. Notwithstanding the provisions of Article XIII hereof, the Condominium may not be terminated for any reason other than substantial destruction or condemnation of the Condominium Property, without the approval of holders of Eligible Mortgages encumbering at least sixty-seven percent (67%) of the Units which are subject to Eligible Mortgages. No amendment of this Declaration shall make any change which would in any way affect any of the rights, privileges, powers, and options of the Declarant unless the Declarant shall join in the execution of such amendment. Notwithstanding the foregoing, the Declarant reserves the right to change the location, interior design, and arrangement of all Units and to alter the boundaries between Units, subdivide Units as well as to combine Units so long as Declarant owns all the Units so changed or altered. Such changes or alterations shall be reflected by an Amendment to this Declaration and the Declaration Plans, and said Amendment need only be executed by Declarant and the holders of any Eligible Mortgages on said Units. If more than one Unit is converted, the Percentage Interests of the Units affected shall be duly apportioned. If, in the judgment of the Executive Board, any amendment is necessary to cure any ambiguity or to correct or supplement any provision of the Declaration, or the Plats and Plans which is ineffective or inconsistent with any other provision hereof or thereof or with the Act, or applicable provisions of the Act, or to change, correct or supplement anything appearing or failing to appear in the Plat and Plans which is incorrect, defective or similarly inconsistent, or if any such amendment is necessary to conform to the then-current requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or the Federal Housing Administration with respect to condominium projects, the Executive Board may effect an appropriate corrective amendment without the approval of Unit Owners or the Eligible Mortgagees upon its receipt of an opinion from independent counsel that the proposed amendment is permitted by the terms of this sentence, together with a like opinion from an independent registered architect or licensed professional engineer in the case of any such amendment to the Declaration Plans. Each such amendment shall be effective upon the recording thereof in the Recorder's Office of Allegheny County, or any successor thereto, of an appropriate instrument setting forth the amendment and its adoption, duly executed and acknowledged by the appropriate officer of the Executive Board.

(e) Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Executive Board with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records of Allegheny County, Pennsylvania.

17.2. Effective Dates. Each such amendment shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due adoption, execution and acknowledgment by one or more officers of the Executive Board.

17.3. Deemed Approval of Mortgagee. If any amendment acquires the approval of an Eligible Mortgagee and such Eligible Mortgagee fails to submit a response to any written proposal for an amendment within thirty (30) days after the Eligible Mortgagee receives proper notice of the proposal, the required approval of such Eligible Mortgagee may be assumed, provided that the notice was delivered by certified or registered mail, with a "return receipt".

ARTICLE XVIII

GENERAL

18.1. Enforcement. Enforcement of this Declaration shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition, or restriction, imposed by this Declaration either to restrain violation or to recover damages, or to collect any charges or damages, and failure by any Owner to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter. Before an individual Owner may act to enforce any provisions of this Declaration against the other Owner, written notice must be given.

18.2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions.

18.3. Captions. Captions are for convenience and reference only and are in no way to be construed as defining, limiting or modifying the scope or intent of the various provisions of this Declaration.

18.4. Gender. As used in this Declaration, the word person shall mean and include where appropriate, an individual, corporation, partnership or other entity; the plural shall be substituted for the singular and the singular for the plural where appropriate and words of any gender shall mean to include any other gender.

18.5. Exhibits. The following exhibits are attached:

- A. **Legal Description of Condominium If All Phases Are Included**
- B. **Phase I Legal Description**
- C. **List of Easements and Licenses**
- D. **Plats and Plans**
- E. **A List of All Units by Their Identifying Numbers and Percentage Interest Allocated to Each Unit**
- F. **Declaration of Easements, Covenants, Conditions and Restriction by Cool Springs Associates, L.P., Declarant ("MASTER DECLARATION")**

IN WITNESS WHEREOF, Declarant has caused this Declaration to be duly executed on this 10th day of May, 2017.

WITNESS/ATTEST:

RLH M = Coy

DECLARANT

**ROLLING LAMBERT BUILDING CO., a
Pennsylvania corporation**

BY: 

NAME: Brent Gillespie

TITLE: President, Rolling Lambert Bldg Co.

Exhibit "A"

Legal Description of Condominium if all phases are included

All that certain parcel of land, being Lot 1B in the Cool Springs Subdivision as recorded in the Allegheny County Department of Real Estate in Plan Book Volume 286, Page 11, situate in the Municipality of Bethel Park, Allegheny County, Pennsylvania, more particularly bounded and described as follows:

Beginning at a point common to Lot 1A, Lot 1B and Lot 1C in the Cool Springs Subdivision as recorded in the Allegheny County Department of Real Estate in Plan Book Volume 286, Page 11; thence from said point of beginning by the line dividing Lot 1B and Lot 1C in said Cool Springs Subdivision the following four (4) courses and distances:

S 50° 06' 00" W a distance of 281.84 feet to a point of curvature;

in an southerly direction by a curve bearing to the left having a radius of 158.00 feet through an arc distance of 360.37 feet to a point of tangency;

S 80° 35' 00" E a distance of 144.79 feet;

S 05° 26' 01" E a distance of 26.87 feet to a point on the cul de sac for Cool Springs Drive;

thence by the cul de sac for Cool Springs Drive in a southwesterly direction by a curve bearing to the left having a radius of 100.00 feet through an arc distance of 19.74 feet, also having a chord bearing of S 78° 54' 35" W and a chord distance of 19.71 feet, to a point of compound curvature; thence continuing by same in a southerly direction by a curve bearing to the left having a radius of 50.00 feet through an arc distance of 154.07 feet to a point on the line dividing Lot 1B and Lot 1D in said Cool Springs Subdivision; thence by the line dividing Lot 1B and Lot 1D in said Cool Springs Subdivision the following three (3) courses and distances:

S 13° 17' 59" E a distance of 20.00 feet;

S 31° 57' 15" W a distance of 228.73 feet;

S 48° 50' 06" W a distance of 112.49 feet to a point on the line dividing Lot 1B in said Cool Springs Subdivision and Lot 1 in the Pittsburgh Terminal Corporation Foundation Plan of Lots as recorded in the Allegheny County Department of Real Estate in Plan Book Volume 194, Pages 190 through 193;

thence by the line dividing Lot 1B in said Cool Springs Subdivision and Lot 1 in said Pittsburgh Terminal Corporation Foundation Plan of Lots in a westerly direction by a curve bearing to the left having a radius of 1,432.70 feet through an arc distance of 735.77 feet, also having a chord bearing of N 55° 52' 38" W and a chord distance of 727.71 feet, to a point on the line dividing Lot 1B in said Cool Springs Subdivision and lands now or formerly of Pittsburgh & West Virginia Railroad Company; thence by the line dividing Lot 1B in said Cool Springs Subdivision from lands now or formerly of Pittsburgh & West Virginia Railroad Company, lands now or formerly of Rt. 88 Self Storage, lands now or formerly of William J. and Donna M. Szott, lands now or formerly of Robert L. Duke, lands now or formerly of Charles J. Orr, Jr., and lands now or formerly of John J. and Kathleen A. McKenzie, N 37° 48' 30" E a distance of 694.38 feet to a point on the line dividing Lot 1B in said Cool Springs Subdivision and lands now or formerly of John J. and Kathleen A. McKenzie; thence by the line dividing Lot 1B in said Cool Springs Subdivision and lands now or formerly of John J. and Kathleen A. McKenzie N 32° 01' 00" W a distance of 175.89 feet to a point on the line dividing Lot 1B in said Cool Springs Subdivision and lands now or formerly of the Borough of Bethel Park, also being at the northeasterly terminus of Ridgeway Drive, 40.00 feet wide; thence by the line dividing Lot 1B in said Cool Springs Subdivision from lands now or formerly of the Borough of Bethel

Park and lands now or formerly of Bethel Park School District N 44° 37' 30" E a distance of 179.92 feet to a point on the line dividing Lot 1A and Lot 1B in said Cool Springs Subdivision; thence by the line dividing Lot 1A and Lot 1B in said Cool Springs Subdivision, S 44° 38' 10" E a distance of 474.72 feet to a point common to Lot 1A, Lot 1B and Lot 1C in said Cool Springs Subdivision, at the point of beginning.

Containing an area of 438,796 square feet or 10.073 acres.

Exhibit "B"

Phase I Legal Description

All that certain parcel of land, being Building 1 as shown on the Phase 1 of Villas at Cool Springs Condominium Association Plan, which is a portion of Lot 1B in the Cool Springs Subdivision as recorded in the Allegheny County Department of Real Estate in Plan Book Volume 286, Page 11, situate in the Municipality of Bethel Park, Allegheny County, Pennsylvania.

EXHIBIT "C"

List of Easements and Licenses

Right of Way to Duquesne Light Co was granted by Rolling Lambert Building Co on April 5, 2017 and recorded with the Allegheny County Department of Real Estate in Deed Book Volume 16749, Page 336

All easements and right of ways as shown on Lot 1B in the Cool Springs Subdivision as recorded in the Allegheny County Department of Real Estate in Plan Book Volume 286, page 11, situate in the Municipality of Bethel Park, Allegheny County, Pennsylvania.

Any and all easements identified within the Declaration of Easements, Covenants, Conditions and Restrictions by Cool Springs Associates, L.P., Declarant as contained within Exhibit "F".

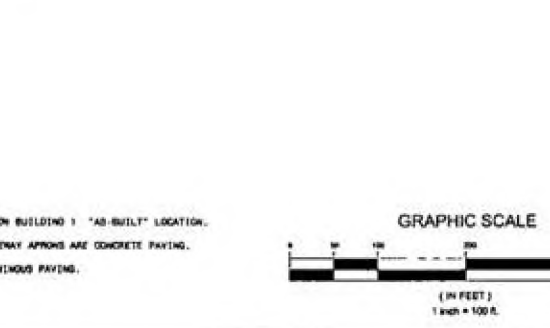
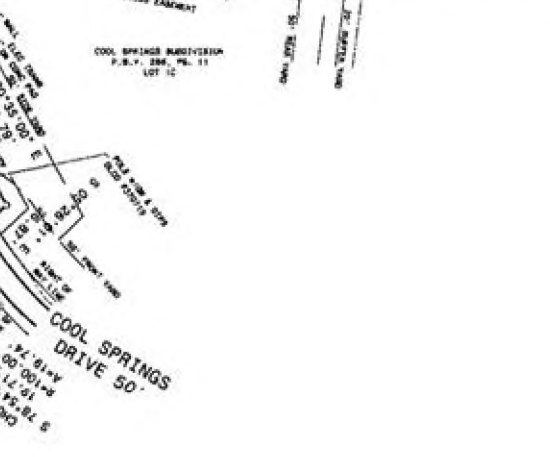
EXHIBIT "D"

PLATS AND PLANS

The Plats for Phase I Villas at Cool Springs Condominium Association was recorded in the office of the recorder of deeds of Allegheny County, Pennsylvania on May 12th, 2017 At PBV 292, pages 100. The Pland for Phase I of the Villas At Cool Springs Condominium Association Are attached hereto and made part of hereof.

HILSDALE DRIVE 40'

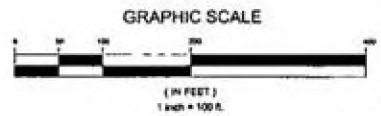
RISEWAY DRIVE 40'



FITTSBURGH TERMINAL CORPORATION
FOUNDATION
PLAN OF LOTS
P.S.V. 184, PGS. 180-183
LOT 1

- LEGEND**
- WV - WATER VALVE
 - WB - WATER BOX
 - WT - WITH
 - OW - OUT WIRE
 - SW - SANITARY
 - WM - WATER METER
 - WH - WHIMBLE
 - LS - LIGHT STANDARD
 - WR - WARKER
 - OLCO - COLOSINE LIGHT COMPANY
 - OGCO - COLUMBIA GAS COMPANY
 - FR - FIRE HYDRANT
 - BT - BITUMINOUS
 - CONC - CONCRETE
 - TYP - TYPICAL
 - - GAS LINE
 - - WATER LINE
 - - SURFACE ELECTRIC LINE
 - - OVERHEAD WIRE
 - - EXISTING INLET
 - - EXISTING MANHOLE
 - - EXISTING SEWER

- NOTES:**
1. THE PURPOSE OF THIS PLAN IS TO SHOW BUILDING 1 "AS-BUILT" LOCATION.
 2. ALL "AS-BUILT" SIDEWALKS AND DRIVEWAY APPROXS ARE CONCRETE PAVING.
 3. ALL "AS-BUILT" DRIVEWAYS ARE BITUMINOUS PAVING.



THE UNDERSIGNED, A REGISTERED PROFESSIONAL SURVEYOR OF THE COMMONWEALTH OF PENNSYLVANIA, DOER HEREBY CERTIFY THAT THE CONDOMINIUM PLAN OF THE COOL SPRINGS TO WHICH THIS CERTIFICATION IS AFFIXED, ACCURATELY CONTAINS ALL INFORMATION REQUIRED BY SECTION 2610 OF THE PENNSYLVANIA UNIFORM CONDOMINIUM ACT, (68 PA. C.S. 3210)

DATE May 12, 2017

Kevin P. Hartmann
KEVIN P. HARTMANN, P.E.S.
SU-048530-4



COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) 55

ON THIS 12th DAY OF May, 2017, BEFORE ME, A NOTARY PUBLIC, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED Sherry M. Coleman, and acknowledged that he executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I HEREBY SET BY HAND AND OFFICIAL SEAL.

Sherry M. Coleman
NOTARY PUBLIC

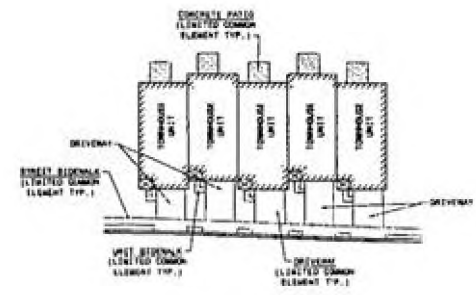


COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) 55

RECORDED IN THE DEPARTMENT OF REAL ESTATE OF THE COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, IN PLAN BOOK VOLUME 137, PAGES 26.

GIVEN UNDER MY HAND AND SEAL THIS 12 DAY OF May, 2017.

Sherry M. Coleman
MANAGER, DEPARTMENT OF REAL ESTATE



UNIT PRIVATE ELEMENTS
NOT TO SCALE

GATEWAY

The Gateway Engineers, Inc.
Full-Service Civil Engineering & Surveying
100 McMoris Road, Pittsburgh, PA 15205
gatewayengineers.com 655-634-9294

REVISIONS:

PHASE 1
OF VILLAS AT COOL SPRINGS
CONDOMINIUM ASSOCIATION

DATE: 12-2017

BETHEL PARK BOROUGH
ALLEGHENY COUNTY, PA

MADE FOR
VILLAS AT COOL SPRINGS
CONDOMINIUM ASSOCIATION

DATE: MAY 1, 2017
SCALE: 1" = 100'

PROJECT No.: C-1984-0060
DRAWING No.: 390.187 SH 1 of 3

PM: JAS

DR: BMG

CR: KPH

EXHIBIT "E"

**PERCENTAGE INTEREST
TABLE**

<u>UNIT</u>	<u>PERCENTAGE INTEREST</u>
1	20%
2	20%
3	20%
4	20%
5	20%

NOTES:

1. This Table is based on completion of Phase I, consisting of the construction of the above-identified Units.
2. Upon construction of additional Units in accordance with the terms of this Declaration, this Table will be amended to reflect the additional Units.

EXHIBIT "F"

**Declaration of Easements, Covenants, Conditions and Restrictions by
Cool Springs Associates, L.P., Declarant**

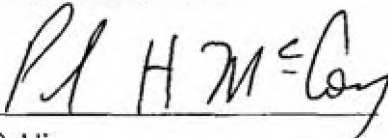
Any and all easements identified within the Declaration of Easements, Covenants, Conditions and Restrictions by Cool Springs Associates, L.P., Declarant, as recorded in the Allegheny County Department of Real Estate in Deed Book Volume 16213, page 97.

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ALLEGHENY

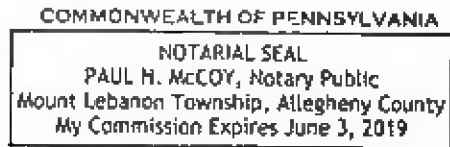
On this, 24 day of MAY, 2017, before me, the undersigned officer, a notary public, personally appeared BRIAN GILLESPIE, who, being duly sworn according to law, deposes and says that he is the President of Rolling Lambert Building Co., a Pennsylvania corporation, and acknowledges that he executed the foregoing instrument on behalf of said corporation for the purposes therein contained by signing his name as such officer.

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



Notary Public

My Commission Expires: JUNE 03, 2019



Recorded _____

_____ Number

**DECLARATION OF CONDOMINIUM FOR
VILLAS AT COOL SPRINGS**

Vol. _____

_____ Page

By

Rolling Lambert Building Co., a Pennsylvania corporation

Fees, \$ _____

Mail To:

Mark F. McKenna, Esquire
436 Boulevard of the Allies, Suite 500
Pittsburgh, PA 15219

Commonwealth of Pennsylvania :
: SS.
County of Allegheny :

Recorded on this _____ day of _____ A.D. 2017, in the
Recorder's Office of the said County.

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

Recorder



60 2017 00031104

Allegheny County
Jerry Tyskiewicz
Department of Real Estate
Pittsburgh, PA 15219

Instrument Number: 2017-31104

BK-DE VL-16966 PG-315

Recorded On: October 05, 2017

As-Deed Agreement

Parties: ROLLING LAMBERT BLDG CO

To ROLLING LAMBERT BLDG CO

of Pages: 5

Comment: 1ST AMEND DECL CONDO

***** THIS IS NOT A BILL *****

Deed Agreement	162.00
	0
	0
Total:	162.00

Realty Transfer Stamp

Affidavit Attached-No	
NOT A DEED OF TRANSFER	
	EXEMPT
Value	0.00

Department of Real Estate Stamp

Certified On/By-> 10-05-2017 / S B
NOT A DEED OF TRANSFER

I hereby certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County, PA

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

File Information:

Record and Return To:

Document Number: 2017-31104

Receipt Number: 3317194

Recorded Date/Time: October 05, 2017 12:10:04P

Book-Vol/Pg: BK-DE VL-16966 PG-315

User / Station: J Clark - Cash Super 07

MCKENNA & ASSOCIATES P C

436 BLVD OF THE ALLIES STE 500

PITTSBURGH PA 15219



Jerry Tyskiewicz
 Jerry Tyskiewicz, Director
 Rich Fitzgerald, County Executive

Return to:
McKENNA & ASSOCIATES, P.C.
436 Boulevard of the Allies, Suite 500
Pittsburgh, PA 15219

**FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR
VILLAS AT COOL SPRINGS, A CONDOMINIUM
MUNICIPALITY OF BETHEL PARK, ALLEGHENY COUNTY,
PENNSYLVANIA**

This Amendment made this 2nd day of October, 2017, by Rolling Lambert Building Co., a Pennsylvania corporation (the "**Declarant**").

WITNESSETH:

1. Pursuant to that certain Declaration of Condominium dated May 24, 2017, executed by Declarant and recorded in the Department of Real Estate of Allegheny County, Pennsylvania, at Deed Book Volume 16808, Page 307 (the "Declaration"), Declarant submitted pursuant to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa.C.S. §3101 *et seq.* ("The Act") certain real estate located in the Municipality of Bethel Park, Allegheny County, Pennsylvania, as described in Exhibit "A" to the Declaration and created a condominium known as the "Villas at Cool Springs" (the "Condominium") upon Lot 1B in the Cool Springs Subdivision, with the Plats and Plans for Phase 1 being recorded in the Department of Real Estate of Allegheny County, Pennsylvania, at Deed Book Volume 292, Page 100.

2. Pursuant to Article XVII of the Declaration, and pursuant to Section 3219(f) of the Act, in the judgment of Declarant, a corrective amendment is necessary to clarify certain provisions within Article II, Section 2.10 and Article XVII, Section 17.3 of the Declaration. Declarant has received an opinion from counsel to the effect that this Amendment is permitted by the terms of Section 3219(f) of the Act.

3. All the capitalized terms used herein which are not defined herein shall have the meanings specified in Section 1.3.2 of the Declaration.

NOW THEREFORE, pursuant to the Declaration and the Act, the Declaration is hereby amended as follows:

1. Article II, Section 2.10(A) shall be revoked in its entirety and replaced with the following provision:

A. THE CONDOMINIUMS ARE A PART OF A MULTI-PURPOSE ENTERTAINMENT COMPLEX AND RETAIL/COMMERCIAL RECREATION COMMON AREAS, WHICH AREAS SHALL BE REFERRED TO AS COOL SPRINGS SPORTS COMPLEX. SAID MULTI-PURPOSE ENTERTAINMENT COMPLEX INCLUDES A GOLF DRIVING RANGE, AN INDOOR AND OUTDOOR GOLF SIMULATOR, A MINIATURE GOLF COURSE, A MULTI-USE RECREATIONAL BUILDING AND A RESTAURANT AND SERVICE BAR. UNIT OWNERS SHALL BE ENTITLED BUT NOT OBLIGATED TO UTILIZE SAID FACILITIES AT THOSE PARTICIPATION FEES SEPARATELY CHARGED AT EACH OF SAID FACILITIES, WHICH AMENITIES AND COMMERCIAL AND RECREATIONAL FACILITIES ARE THE SUBJECT OF A DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS DATED DECEMBER 1, 2015 AND RECORDED WITH THE ALLEGHENY COUNTY DEPARTMENT OF REAL ESTATE AT DEED BOOK VOLUME 16213, PAGE 97 UNDER WHICH COOL SPRINGS ASSOCIATES, L.P. IS THE DECLARANT AND WHICH IS ATTACHED TO THE DECLARATION AS **EXHIBIT "F"** (EXHIBIT F SHALL BE REFERRED TO AS THE "MASTER DECLARATION").

2. Article II, Section 2.10(C) shall be revoked in its entirety and replaced with the following provision:

C. IN ADDITION TO ALL GENERAL COMMON EXPENSES AND LIMITED COMMON EXPENSES CHARGEABLE AGAINST EACH UNIT OWNER UNDER THIS ARTICLE II, EACH UNIT OWNER SHALL BE OBLIGATED TO PAY TO THE VILLAS AT COOL SPRINGS CONDOMINIUM ASSOCIATION A SEPARATE ASSESSMENT LEVIED EXCLUSIVELY FOR A PROPORTIONATE SHARE OF THE COSTS FOR THE MANAGEMENT, OPERATION, REPAIR, REPLACEMENT AND MAINTENANCE OF THE COMMON AREAS (AS THAT TERM IS DEFINED IN THE MASTER DECLARATION ATTACHED TO THE DECLARATION AS EXHIBIT F) FOR THE MULTI-PURPOSE ENTERTAINMENT COMPLEX AND RETAIL/COMMERCIAL RECREATION, INCLUDING THE STORM WATER SYSTEM FOR THE ENTIRE COMPLEX, WHICH ADDITIONAL COMMON AREA MAINTENANCE ("CAM") EXPENSES ARE ITEMIZED MORE FULLY IN ARTICLE III OF EXHIBIT F. THE COMMON AREAS AS DEFINED WITHIN THE MASTER DECLARATION SPECIFICALLY EXCLUDES ANY STRUCTURE LOCATED ON LOT 1A, 1C, AND/OR 1D. THE TOTAL YEARLY CAM FOR THE LOT 1B UPON WHICH THE CONDOMINIUMS ARE TO BE CONSTRUCTED IS 7.42% OF THE TOTAL BUDGET ADOPTED BY OR ON BEHALF OF COOL SPRINGS ASSOCIATES, L.P., OF WHICH THE ASSESSMENT PAYABLE BY EACH UNIT'S RECORD OWNER SHALL EQUAL THE

DECLARANT'S PROPORTIONATE SHARE OF THE 7.42% ANNUAL CAM ASSESSMENT, DIVIDED BY THE NUMBER OF UNITS CERTIFIED FOR OCCUPANCY WITHIN THE ASSOCIATION. THE ASSESSMENT LEVIED UNDER THIS SUBSECTION C. SHALL BE ADJUSTED MONTHLY BASED ON THE PROPORTIONATE SHARE OF COMMON AREA MAINTENANCE CHARGED BY COOL SPRINGS ASSOCIATES, L.P. AND THE NUMBER OF UNITS AND DWELLING UNITS CERTIFIED FOR OCCUPANCY. ALL SUCH ASSESSMENTS UNDER THIS SECTION SHALL BE DEEMED A MASTER COMMON AREA MAINTENANCE EXPENSE, SUBJECT TO COLLECTION AS PROVIDED IN ARTICLE III OF EXHIBIT F. A UNIT OWNER'S FAILURE TO TIMELY PAY HIS PROPORTIONATE SHARE OF THE MASTER COMMON AREA MAINTENANCE EXPENSE SHALL RESULT IN A LIEN AGAINST THE DEFAULTING PARTIES UNIT, AND SHALL BE SUBJECT TO INTEREST AND LATE CHARGES AS PROVIDED FOR UNDER ARTICLE IX, SECTION 9.9.

3. Article XVII, Section 17.3 shall be revoked in its entirety and replaced with the following provision:

17.3. Deemed Approval of Mortgagee. If any amendment acquires the approval of an Eligible Mortgagee and such Eligible Mortgagee fails to submit a response to any written proposal for an amendment within sixty (60) days after the Eligible Mortgagee receives proper notice of the proposal, the required approval of such Eligible Mortgagee may be assumed, provided that the notice was delivered by certified or registered mail, with a "return receipt".

4. Except as specifically amended hereby, the Declaration, as amended, remains in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, Declarant has caused this First Amendment to Declaration of Condominium for Villas at Cool Springs, a Condominium, to be duly executed on this 2nd day of October, 2017.

[SIGNATURES FOLLOW ON SEPARATE PAGE]

WITNESS/ATTEST:



DECLARANT

**ROLLING LAMBERT BUILDING CO, a
Pennsylvania Corporation**



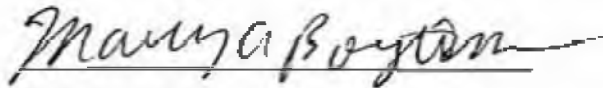
BY:
NAME: Brian Gillespie
TITLE: President

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA : ss
COUNTY OF ALLEGHENY :

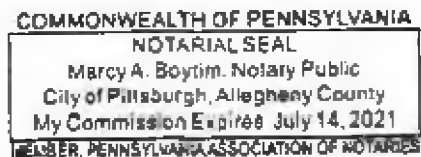
On this, 2nd day of October, 2017, before me, the undersigned officer, a notary public, personally appeared Brian Gillespie, who, being duly sworn according to law, deposes and says that he is the President of Rolling Lambert Building Co., a Pennsylvania corporation, and acknowledges that he executed the foregoing instrument on behalf of said company for the purposes therein contained by signing his name as such officer.

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



Notary Public

My Commission Expires:



CERTIFICATE OF RESIDENCE

I, Brian Gillespie, the Undersigned, do hereby certify that the precise address of Declarant is 1 Cedar Boulevard, Pittsburgh, Pennsylvania 15228.

Witness my hand this 2nd day of October, 2017.





Allegheny County
 Jerry Tyskiewicz
 Department of Real Estate
 Pittsburgh, PA 15219

Instrument Number: 2018-9882

BK-DE VL-17167 PG-552

Recorded On: April 10, 2018

As-Deed Agreement

Parties: ROLLING LAMBERT BLDG CO

To ROLLING LAMBERT BLDG CO

of Pages: 6

Comment: 2ND AMEND DECL CONDO

***** THIS IS NOT A BILL *****

Deed Agreement 166.75
 0
 0
 Total: 166.75

Realty Transfer Stamp

Department of Real Estate Stamp

<p>Affidavit Attached-No NOT A DEED OF TRANSFER</p> <p style="text-align: right;">EXEMPT</p> <p style="text-align: right;">Value 0.00</p>	<p>Certified On/By-> 04-10-2018 / S B</p> <p>CONDO DECLARATION</p>
--	---

I hereby certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County, PA
****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

File Information:

Record and Return To:

Document Number: 2018-9882
 Receipt Number: 3399440
 Recorded Date/Time: April 10, 2018 11:01:00A
 Book-Vol/Pg: BK-DE VL-17167 PG-552
 User / Station: J Clark - Cash Super 06

MCKENNA & ASSOCIATES P C
 436 BLVD OF THE ALLIES STE 500
 PITTSBURGH PA 15219



Jerry Tyskiewicz
 Jerry Tyskiewicz, Director
 Rich Fitzgerald, County Executive

Return to:
McKENNA & ASSOCIATES, P.C.
436 Boulevard of the Allies, Suite 500
Pittsburgh, PA 15219

**SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR
VILLAS AT COOL SPRINGS, A CONDOMINIUM**

MUNICIPALITY OF BETHEL PARK, ALLEGHENY COUNTY, PENNSYLVANIA

This Amendment made this 5th day of ~~March~~, 2018, by Rolling Lambert Building Co., a Pennsylvania corporation (the "Declarant"). April

WITNESSETH:

1. Pursuant to that certain Declaration of Condominium dated May 24, 2017, executed by Declarant and recorded in the Department of Real Estate of Allegheny County, Pennsylvania, at Deed Book Volume 16808, Page 307 (the "Declaration"), Declarant submitted pursuant to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa.C.S. §3101 *et seq.* ("The Act") certain real estate located in the Municipality of Bethel Park, Allegheny County, Pennsylvania, as described in Exhibit "A" to the Declaration and created a condominium known as the "Villas at Cool Springs" (the "Condominium") upon Lot 1B in the Cool Springs Subdivision, with the Plats and Plans for Phase I being recorded in the Department of Real Estate of Allegheny County, Pennsylvania, at Deed Book Volume 292, Page 100.

2. Pursuant to a First Amendment To Declaration of Condominium For Park At Marshall, a Condominium, dated October 2, 2017, executed by Declarant and recorded in the Department of Real Estate of Allegheny County, Pennsylvania, at Deed Book Volume 16966, Page 315 (the "First Amendment"), Declarant amended the Declaration to clarify certain provisions within Article II, Section 2.10 and Article XVII, Section 17.3 of the Declaration.

3. Pursuant to Article XV of the Declaration, Declarant reserved an option to construct additional Units identified as "Proposed Building X" on Exhibit D to the Declaration.

4. Declarant now desires to convert into Units, Common Elements and Limited Common Elements that portion of the Convertible Real Estate which is shown on the Plats and Plans referenced in Exhibit 1, attached hereto and which is referred to herein as "Converted Real Estate."

5. All the capitalized terms used herein which are not defined herein shall have the meanings specified in Section 1.3.2 of the Declaration.

NOW THEREFORE, pursuant to the Declaration and the Act, the Declaration is hereby amended as follows:

1. The term "Plats and Plans" as defined in Section 1.3.2 of the Declaration shall henceforth mean the Plats and Plans attached to the Declaration as Exhibit "D" and those which are attached hereto as Exhibit "1" and made a part hereof, and the Convertible Real Estate consists of Additional Unit Numbers 6, 7, 8, 9, and 10, for a total of 5 additional Units.

2. In accordance with the Declaration, the Percentage Interests appurtenant to each Unit henceforth shall be as set forth in Exhibit "2" attached hereto, which Exhibit "2" is hereby substituted for Exhibit "E" to the Declaration previously recorded.

3. Except as specifically amended hereby and within the First Amendment to Declaration of Condominium For Villas at Cool Springs, a Condominium, the Declaration, as amended, remains in full force and effect in accordance with its terms.

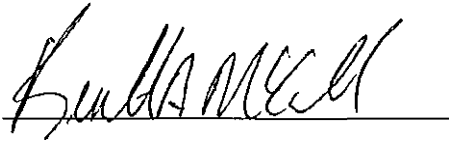
IN WITNESS WHEREOF, Declarant has caused this Second Amendment to Declaration of Condominium for Villas at Cool Springs, a Condominium, to be duly executed on this ___ day of March, 2018.

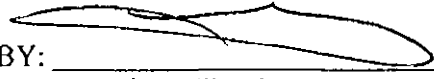
[SIGNATURES FOLLOW ON SEPARATE PAGE]

WITNESS/ATTEST:

DECLARANT

**ROLLING LAMBERT BUILDING CO, a
Pennsylvania Corporation**



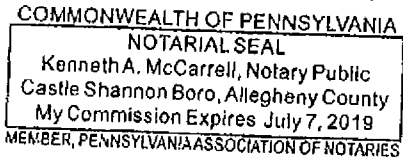

BY: _____
NAME: Brian Gillespie
TITLE: President


ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA : ss
COUNTY OF ALLEGHENY :

On this, 5th day of March, 2018, before me, the undersigned officer, a notary public, personally appeared Brian Gillespie, who, being duly sworn according to law, deposes and says that he is the President of Rolling Lambert Building Co., a Pennsylvania corporation, and acknowledges that he executed the foregoing instrument on behalf of said company for the purposes therein contained by signing his name as such officer.

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




Notary Public

My Commission Expires:

CERTIFICATE OF RESIDENCE

I, Brian Gillespie, the Undersigned, do hereby certify that the precise address of Declarant is 1 Cedar Boulevard, Pittsburgh, Pennsylvania 15228.

Witness my hand this 5th day of April, 2018.




EXHIBIT "1"
PLATS AND PLANS

THE FIRST AMENDMENT TO THE PLATS AND PLANS FOR THE VILLAS AT COOL SPRINGS, A CONDOMINIUM, ADDING THOSE 5 UNITS COMPRISING PHASE 2, BUILDING 2 TO THE CONDOMINIUM, WAS RECORDED IN THE ALLEGHENY COUNTY, PENNSYLVANIA DEPARTMENT OF REAL ESTATE AT PLAN BOOK VOLUME 296, PAGE 94.

EXHIBIT "2"

PERCENTAGE INTEREST TABLE

<u>UNIT</u>	<u>PERCENTAGE INTEREST</u>
1	10%
2	10%
3	10%
4	10%
5	10%
6	10%
7	10%
8	10%
9	10%
10	10%

NOTES:

1. This Table is based on completion of Phases 1 and 2, consisting of the construction of the above-identified Units.

2. Upon construction of additional Units in accordance with the terms of this Declaration, this Table will be amended to reflect the additional Units.



60 2019 00002351

Allegheny County
Jerry Tyskiewicz
Department of Real Estate
Pittsburgh, PA 15219

Instrument Number: 2019-2351

BK-DE VL-17502 PG-262

Recorded On: January 28, 2019

As-Deed Agreement

Parties: VILLAS COOL SPRINGS

To VILLAS COOL SPRINGS

of Pages: 6

Comment: 3RD AMEND DECL OF CONDO

***** THIS IS NOT A BILL *****

Deed Agreement	166.75
	0
	0
Total:	166.75

Realty Transfer Stamp

Department of Real Estate Stamp

Affidavit Attached-No	
NOT A DEED OF TRANSFER	EXEMPT
Value	

Certified On/By-> 01-28-2019 / Belinda Gibbs
NOT A DEED OF TRANSFER

I hereby certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County, PA

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

File Information:

Record and Return To:

Document Number: 2019-2351
 Receipt Number: 3533239
 Recorded Date/Time: January 28, 2019 09:54:22A
 Book-Vol/Pg: BK-DE VL-17502 PG-262
 User / Station: D Weber - Cash Station 22

MCKENNA & ASSOCIATES PC
 436 BOULEVARD OF THE ALLIES STE 500
 PITTSBURGH PA 15219



Jerry Tyskiewicz
 Jerry Tyskiewicz, Director
 Rich Fitzgerald, County Executive

Return to:
McKENNA & ASSOCIATES, P.C.
436 Boulevard of the Allies, Suite 500
Pittsburgh, PA 15219

**THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR
VILLAS AT COOL SPRINGS, A CONDOMINIUM**

MUNICIPALITY OF BETHEL PARK, ALLEGHENY COUNTY, PENNSYLVANIA

This Amendment made this 28th day of January, 2019, by Rolling Lambert Building Co., a Pennsylvania corporation (the "**Declarant**").

WITNESSETH:

1. Pursuant to that certain Declaration of Condominium dated May 24, 2017, executed by Declarant and recorded in the Department of Real Estate of Allegheny County, Pennsylvania, at Deed Book Volume 16808, Page 307 (the "Declaration"), Declarant submitted pursuant to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa.C.S. §3101 *et seq.* ("The Act") certain real estate located in the Municipality of Bethel Park, Allegheny County, Pennsylvania, as described in Exhibit "A" to the Declaration and created a condominium known as the "Villas at Cool Springs" (the "Condominium") upon Lot 1B in the Cool Springs Subdivision, with the Plats and Plans for Phase I being recorded in the Department of Real Estate of Allegheny County, Pennsylvania, at Deed Book Volume 292, Page 100.

2. Pursuant to a First Amendment To Declaration of Condominium For Park At Marshall, a Condominium, dated October 2, 2017, executed by Declarant and recorded in the Department of Real Estate of Allegheny County, Pennsylvania, at Deed Book Volume 16966, Page 315 (the "First Amendment"), Declarant amended the Declaration to clarify certain provisions within Article II, Section 2.10 and Article XVII, Section 17.3 of the Declaration.

3. Pursuant to a Second Amendment To Declaration of Condominium For Park At Marshall, a Condominium, dated April 5, 2018, executed by Declarant and recorded in the Department of Real Estate of Allegheny County, Pennsylvania, at Deed Book Volume 17167, Page 552 (the "Second Amendment"), Declarant amended the Declaration to reflect Phase 2, which consisted of five (5) Units, Limited Common Elements and open spaces, bringing the total number of Units to date within the Plan to ten (10) Units. The corresponding First Amendment to Plats and Plans reflecting the five additional units was recorded in the Department of Real Estate of Allegheny County, Pennsylvania, at Plat Book Volume 296, Page 4.

4. Pursuant to Article XV of the Declaration, Declarant reserved an option to construct additional Units identified as "Proposed Building X" on Exhibit D to the Declaration.

5. Declarant now desires to convert into Units, Common Elements and Limited Common Elements that portion of the Convertible Real Estate designated as "Building 4" which is shown on the Plats and Plans previously recorded and which is designated on the revised Plats and Plans attached hereto as Exhibit 3 and which is referred to herein as "Converted Real Estate."

6. All the capitalized terms used herein which are not defined herein shall have the meanings specified in Section 1.3.2 of the Declaration.

NOW THEREFORE, pursuant to the Declaration and the Act, the Declaration is hereby amended as follows:

1. The term "Plats and Plans" as defined in Section 1.3.2 of the Declaration shall henceforth mean the Plats and Plans attached to the Declaration as Exhibit "D", those which are attached to the Second Amendment as Exhibit "1", and those which are attached hereto as Exhibit "3" and made a part hereof, and the Convertible Real Estate consists of Additional Unit Numbers 16, 17, 18, 19, and 20, for a total of 5 additional Units comprising Building 4.

2. In accordance with the Declaration, the Percentage Interests appurtenant to each Unit henceforth shall be as set forth in Exhibit "4" attached hereto, which Exhibit "4" is hereby substituted for Exhibit "D" to the Declaration and Exhibit "2" to the Second Amendment, both previously recorded.

3. Except as specifically amended hereby, within the First Amendment to Declaration of Condominium For Villas at Cool Springs, a Condominium, the Declaration and/or within the Second Amendment to Declaration of Condominium For Villas at Cool Springs, a Condominium, the Declaration remains in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, Declarant has caused this Third Amendment to Declaration of Condominium for Villas at Cool Springs, a Condominium, to be duly executed on this ___ day of January, 2019.

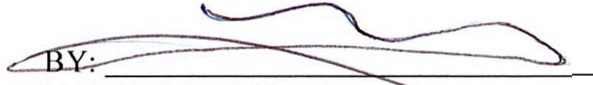
[SIGNATURES FOLLOW ON SEPARATE PAGE]

WITNESS/ATTEST:

DECLARANT



**ROLLING LAMBERT BUILDING CO, a
Pennsylvania Corporation**



BY: _____
NAME: Brian Gillespie
TITLE: President

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA : ss
COUNTY OF ALLEGHENY :

On this, 28th day of January, 2019, before me, the undersigned officer, a notary public, personally appeared Brian Gillespie, who, being duly sworn according to law, deposes and says that he is the President of Rolling Lambert Building Co., a Pennsylvania corporation, and acknowledges that he executed the foregoing instrument on behalf of said company for the purposes therein contained by signing his name as such officer.

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



Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Marcy A. Boytim, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires July 14, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

My Commission Expires:

CERTIFICATE OF RESIDENCE

I, Brian Gillespie, the Undersigned, do hereby certify that the precise address of Declarant is 1 Cedar Boulevard, Pittsburgh, Pennsylvania 15228.

Witness my hand this 28th day of January, 2019.



EXHIBIT "3"
PLATS AND PLANS

THE THIRD AMENDMENT TO THE PLATS AND PLANS FOR THE VILLAS AT COOL SPRINGS, A CONDOMINIUM, ADDING THOSE 5 UNITS COMPRISING PHASE 3, BUILDING 4 TO THE CONDOMINIUM, WAS RECORDED IN THE ALLEGHENY COUNTY, PENNSYLVANIA DEPARTMENT OF REAL ESTATE ON NOVEMBER 18, 2018 AT PLAN BOOK VOLUME 299, PAGE 43.

EXHIBIT "4"

PERCENTAGE INTEREST TABLE

<u>UNIT</u>	<u>PERCENTAGE INTEREST</u>
1	1.53%
2	1.53%
3	1.53%
4	1.53%
5	1.53%
6	1.53%
7	1.53%
8	1.53%
9	1.53%
10	1.53%
16	1.53%
17	1.53%
18	1.53%
19	1.53%
20	1.53%

NOTES:

1. This Table is based on completion of Phases 1, 2 and 3, consisting of the construction of the above-identified Units.

2. Upon construction of additional Units in accordance with the terms of this Declaration, this Table will be amended to reflect the additional Units.



60 2019 00021789

Allegheny County
Jerry Tyskiewicz
Department of Real Estate
Pittsburgh, PA 15219

Instrument Number: 2019-21789

BK-DE VL-17699 PG-316

Recorded On: July 22, 2019

As-Deed Agreement

Parties: ROLLING LAMBERT BLDG CO

To ROLLING LAMBERT BLDG CO

of Pages: 6

Comment:

***** THIS IS NOT A BILL *****

Deed Agreement	166.75
	0
	0
Total:	166.75

Realty Transfer Stamp

Department of Real Estate Stamp

Affidavit Attached-No	
NOT A DEED OF TRANSFER	EXEMPT
Value	

Certified On/By-> 07-22-2019 / Scott Stickman
CONDO DECLARATION

I hereby certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County, PA

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

File Information:

Record and Return To:

Document Number: 2019-21789
 Receipt Number: 3612792
 Recorded Date/Time: July 22, 2019 10:31:27A
 Book-Vol/Pg: BK-DE VL-17699 PG-316
 User / Station: T Greil - Cash Super 05

MCKENNA & ASSOCIATES
 436 BLVD OF ALLIES STE 500
 PITTSBURGH PA 15219



Jerry Tyskiewicz
 Jerry Tyskiewicz, Director
 Rich Fitzgerald, County Executive

Return to:
McKENNA & ASSOCIATES, P.C.
436 Boulevard of the Allies, Suite 500
Pittsburgh, PA 15219

**FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR
VILLAS AT COOL SPRINGS, A CONDOMINIUM**

MUNICIPALITY OF BETHEL PARK, ALLEGHENY COUNTY, PENNSYLVANIA

This Amendment made this 17th day of May, 2019, by Rolling Lambert Building Co., a Pennsylvania corporation (the "**Declarant**").

WITNESSETH:

1. Pursuant to that certain Declaration of Condominium dated May 24, 2017, executed by Declarant and recorded in the Department of Real Estate of Allegheny County, Pennsylvania, at Deed Book Volume 16808, Page 307 (the "Declaration"), Declarant submitted pursuant to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa.C.S. §3101 *et seq.* ("The Act") certain real estate located in the Municipality of Bethel Park, Allegheny County, Pennsylvania, as described in Exhibit "A" to the Declaration and created a condominium known as the "Villas at Cool Springs" (the "Condominium") upon Lot 1B in the Cool Springs Subdivision, with the Plats and Plans for Phase 1 being recorded in the Department of Real Estate of Allegheny County, Pennsylvania, at Deed Book Volume 292, Page 100.
2. Pursuant to a First Amendment To Declaration of Condominium For Villas at Cool Springs a Condominium, dated October 2, 2017, executed by Declarant and recorded in the Department of Real Estate of Allegheny County, Pennsylvania, at Deed Book Volume 16966, Page 315 (the "First Amendment"), Declarant amended the Declaration to clarify certain provisions within Article II, Section 2.10 and Article XVII, Section 17.3 of the Declaration.
3. Pursuant to a Second Amendment To Declaration of Condominium For Villas at Cool Springs, a Condominium, dated April 5, 2018, executed by Declarant and recorded in the Department of Real Estate of Allegheny County, Pennsylvania, at Deed Book Volume 17167, Page 552 (the "Second Amendment"), Declarant amended the Declaration to reflect Phase 2, which consisted of five (5) Units, Limited Common Elements and open spaces, bringing the total number of Units to date within the Plan to ten (10) Units. The corresponding First Amendment to Plats and Plans reflecting the five additional units was recorded in the Department of Real Estate of Allegheny County, Pennsylvania, at Plat Book Volume 296, Page 94.

4. Pursuant to a Third Amendment To Declaration of Condominium For Villas at Cool Springs, a Condominium, dated January 28, 2019, executed by Declarant and recorded in the Department of Real Estate of Allegheny County, Pennsylvania, at Deed Book Volume 17502, Page 262 (the "Third Amendment"), Declarant amended the Declaration to reflect Phase 3, which consisted of five (5) Units, Limited Common Elements and open spaces, bringing the total number of Units to date within the Plan to fifteen (15) Units. The corresponding Third Amendment to Plats and Plans reflecting the five additional units was recorded in the Department of Real Estate of Allegheny County, Pennsylvania, at Plat Book Volume 299, Page 43.

5. Pursuant to Article XV of the Declaration, Declarant reserved an option to construct additional Units identified as "Proposed Building X" on Exhibit D to the Declaration.

6. Declarant now desires to convert into Units, Common Elements and Limited Common Elements that portion of the Convertible Real Estate designated as "Building 3" which is shown on the Plats and Plans previously recorded and which is designated on the revised Plats and Plans which are identified on Exhibit 5 and which is referred to herein as "Converted Real Estate."

7. All the capitalized terms used herein which are not defined herein shall have the meanings specified in Section 1.3.2 of the Declaration.

NOW THEREFORE, pursuant to the Declaration and the Act, the Declaration is hereby amended as follows:

1. The term "Plats and Plans" as defined in Section 1.3.2 of the Declaration shall henceforth mean the Plats and Plans attached to the Declaration as Exhibit "D", those which are attached to the Second Amendment as Exhibit "1", and the Third Amendment as Exhibit "3", and those which are attached hereto as Exhibit "5" and made a part hereof, and the Convertible Real Estate consists of Additional Unit Numbers 11, 12, 13, 14, and 15, for a total of 5 additional Units comprising Building 3.

2. In accordance with the Declaration, the Percentage Interests appurtenant to each Unit henceforth shall be as set forth in Exhibit "6" attached hereto, which Exhibit "6" is hereby substituted for Exhibit "D" to the Declaration, Exhibit "2" to the Second Amendment and Exhibit "4" to the Third Amendment, all of which were previously recorded.

3. Except as specifically amended hereby, and/or within the First, the Second and/or the Third Amendment to Declaration of Condominium For Villas at Cool Springs, a Condominium, the Declaration remains in full force and effect in accordance with its terms.


IN WITNESS WHEREOF, Declarant has caused this Fourth Amendment to Declaration of Condominium for Villas at Cool Springs, a Condominium, to be duly executed on this 17th day of May, 2019.

[SIGNATURES FOLLOW ON SEPARATE PAGE]

WITNESS/ATTEST:

DECLARANT

**ROLLING LAMBERT BUILDING CO, a
Pennsylvania Corporation**



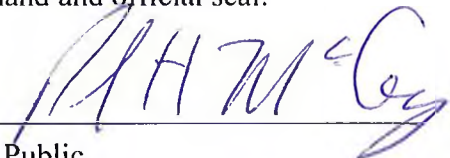

BY: _____
NAME: Brian Gillespie
TITLE: President

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA : ss
COUNTY OF ALLEGHENY :

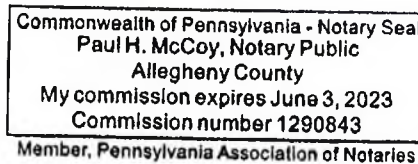
On this, 17 day of May, 2019, before me, the undersigned officer, a notary public, personally appeared Brian Gillespie, who, being duly sworn according to law, deposes and says that he is the President of Rolling Lambert Building Co., a Pennsylvania corporation, and acknowledges that he executed the foregoing instrument on behalf of said company for the purposes therein contained by signing his name as such officer.

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



Notary Public

My Commission Expires: 06/03/2023



CERTIFICATE OF RESIDENCE

I, Brian Gillespie, the Undersigned, do hereby certify that the precise address of Declarant is 1 Cedar Boulevard, Pittsburgh, Pennsylvania 15228.

Witness my hand this 17 day of May, 2019.



EXHIBIT "5"
PLATS AND PLANS

THE FOURTH AMENDMENT TO THE PLATS AND PLANS FOR THE VILLAS AT COOL SPRINGS, A CONDOMINIUM, ADDING THOSE 5 UNITS COMPRISING PHASE 4, BUILDING 3 TO THE CONDOMINIUM, WAS RECORDED IN THE ALLEGHENY COUNTY, PENNSYLVANIA DEPARTMENT OF REAL ESTATE ON May 17th, 2019 AT PLAN BOOK VOLUME 301, PAGE 21.

EXHIBIT "6"

PERCENTAGE INTEREST TABLE

<u>UNIT</u>	<u>PERCENTAGE INTEREST</u>
1	1.15%
2	1.15%
3	1.15%
4	1.15%
5	1.15%
6	1.15%
7	1.15%
8	1.15%
9	1.15%
10	1.15%
11	1.15%
12	1.15%
13	1.15%
14	1.15%
15	1.15%
16	1.15%
17	1.15%
18	1.15%
19	1.15%
20	1.15%

NOTES:

1. This Table is based on completion of Phases 1, 2,3 and 4 consisting of the construction of the above-identified Units.

2. Upon construction of additional Units in accordance with the terms of this Declaration, this Table will be amended to reflect the additional Units.



60 2019 00024830

Allegheny County
Jerry Tyskiewicz
Department of Real Estate
Pittsburgh, PA 15219

Instrument Number: 2019-24830

BK-DE VL-17731 PG-40

Recorded On: August 14, 2019

As-Deed Agreement

Parties: VILLAS AT COOL SPRINGS

To VILLA AT COOL SPRINGS

of Pages: 7

Comment: AMEND DECL CONDO

***** THIS IS NOT A BILL *****

Deed Agreement	166.75
	0
	0
Total:	166.75

Realty Transfer Stamp

Department of Real Estate Stamp

<p>Affidavit Attached-No NOT A DEED OF TRANSFER</p> <p style="text-align: right;">EXEMPT</p> <p style="text-align: center;">Value</p>	<p>Certified On/By-> 08-14-2019 / S B</p> <p>CONDO DECLARATION</p>
---	---

I hereby certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County, PA

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

File Information:

Record and Return To:

Document Number: 2019-24830
 Receipt Number: 3624271
 Recorded Date/Time: August 14, 2019 02:06:52P
 Book-Vol/Pg: BK-DE VL-17731 PG-40
 User / Station: K Egan - Cash Super 07

MCKENNA & ASSOCIATES P C
 436 BOULEVARD OF THE ALLIES STE 500
 PITTSBURGH PA 15219



Jerry Tyskiewicz
 Jerry Tyskiewicz, Director
 Rich Fitzgerald, County Executive

6

Return to:
McKENNA & ASSOCIATES, P.C.
436 Boulevard of the Allies, Suite 500
Pittsburgh, PA 15219

**FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR
VILLAS AT COOL SPRINGS, A CONDOMINIUM**

MUNICIPALITY OF BETHEL PARK, ALLEGHENY COUNTY, PENNSYLVANIA

This Amendment made this 13 day of August, 2019, by Rolling Lambert Building Co., a Pennsylvania corporation (the "**Declarant**").

WITNESSETH:

1. Pursuant to that certain Declaration of Condominium dated May 24, 2017, executed by Declarant and recorded in the Department of Real Estate of Allegheny County, Pennsylvania, at Deed Book Volume 16808, Page 307 (the "Declaration"), Declarant submitted pursuant to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa.C.S. §3101 *et seq.* ("The Act") certain real estate located in the Municipality of Bethel Park, Allegheny County, Pennsylvania, as described in Exhibit "A" to the Declaration and created a condominium known as the "Villas at Cool Springs" (the "Condominium") upon Lot 1B in the Cool Springs Subdivision, with the Plats and Plans for Phase 1 being recorded in the Department of Real Estate of Allegheny County, Pennsylvania, at Deed Book Volume 292, Page 100.

2. Pursuant to a First Amendment To Declaration of Condominium for Villas at Cool Springs, a Condominium, dated October 2, 2017, executed by Declarant and recorded in the Department of Real Estate of Allegheny County, Pennsylvania, at Deed Book Volume 16966, Page 315 (the "First Amendment"), Declarant amended the Declaration to clarify certain provisions within Article II, Section 2.10 and Article XVII, Section 17.3 of the Declaration.

3. Pursuant to a Second Amendment To Declaration of Condominium for Villas at Cool Springs, a Condominium, dated April 5, 2018, executed by Declarant and recorded in the Department of Real Estate of Allegheny County, Pennsylvania, at Deed Book Volume 17167, Page 552 (the "Second Amendment"), Declarant amended the Declaration to reflect Phase 2, which consisted of five (5) Units, Limited Common Elements and open spaces, bringing the total number of Units to date within the Plan to ten (10) Units. The corresponding Second Amendment to Plats and Plans reflecting the five additional units was recorded in the Department of Real Estate of Allegheny County, Pennsylvania, at Plat Book Volume 296, Page 4.

4. Pursuant to a Third Amendment To Declaration of Condominium for Villas at Cool Springs, a Condominium, dated January 28, 2019, executed by Declarant and recorded in the Department of Real Estate of Allegheny County, Pennsylvania, at Deed Book Volume 17502, Page 262 (the "Third Amendment"), Declarant amended the Declaration to reflect Phase 3, which consisted of five (5) Units, Limited Common Elements and open spaces, bringing the total number of Units to date within the Plan to ten (15) Units. The corresponding Third Amendment to Plats and Plans reflecting the five additional units was recorded in the Department of Real Estate of Allegheny County, Pennsylvania, at Plat Book Volume 299, Page 43.

5. Pursuant to a Fourth Amendment To Declaration of Condominium for Villas at Cool Springs, a Condominium, dated May 17, 2019, executed by Declarant and recorded in the Department of Real Estate of Allegheny County, Pennsylvania, at Deed Book Volume 17699, Page 316 (the "Fourth Amendment"), Declarant amended the Declaration to reflect Phase 4, which consisted of five (5) Units, Limited Common Elements and open spaces, bringing the total number of Units to date within the Plan to twenty (20) Units. The corresponding Fourth Amendment to Plats and Plans reflecting the five additional units was recorded in the Department of Real Estate of Allegheny County, Pennsylvania, at Plat Book Volume 301, Page 21.

6. Pursuant to Article XV of the Declaration, Declarant reserved an option to construct additional Units identified as "Proposed Building X" on Exhibit D to the Declaration.

7. Declarant now desires to convert into Units, Common Elements and Limited Common Elements that portion of the Convertible Real Estate designated as "Phase 5" which is shown on the Plats and Plans previously recorded and which is designated on the revised Plats and Plans attached hereto as Exhibit 7 and which is referred to herein as "Converted Real Estate."

8. All the capitalized terms used herein which are not defined herein shall have the meanings specified in Section 1.3.2 of the Declaration.

NOW THEREFORE, pursuant to the Declaration and the Act, the Declaration is hereby amended as follows:

1. The term "Plats and Plans" as defined in Section 1.3.2 of the Declaration shall henceforth mean the Plats and Plans attached to the Declaration as Exhibit "D", those which are attached to the Second Amendment as Exhibit "1", those which are attached to the Third Amendment as Exhibit "3", those which are attached to the Fourth Amendment as Exhibit "5", and those which are attached hereto as Exhibit "7" and made a part hereof, and the Convertible Real Estate consists of Additional Unit Numbers 21, 22 and 23, for a total of 3 additional Units comprising the final Phase authorized under the Declaration.

2. In accordance with the Declaration, the Percentage Interests appurtenant to each Unit henceforth shall be as set forth in Exhibit "8" attached hereto, which Exhibit "8" is hereby substituted for Exhibit "D" to the Declaration and Exhibit "6" to the Fourth Amendment, both previously recorded.

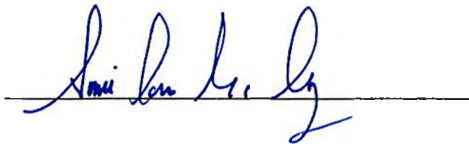
3. Except as specifically amended hereby, within the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment or within this Fifth Amendment, the Declaration remains in full force and effect in accordance with its terms.

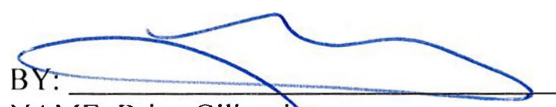
IN WITNESS WHEREOF, Declarant has caused this Fifth Amendment to Declaration of Condominium for Villas at Cool Springs, a Condominium, to be duly executed on this 13 day of August, 2019.

WITNESS/ATTEST:

DECLARANT

**ROLLING LAMBERT BUILDING CO, a
Pennsylvania Corporation**



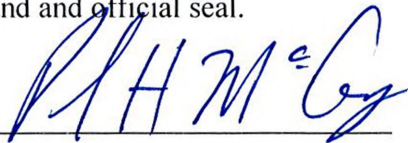
BY: 
NAME: Brian Gillespie
TITLE: President

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA : ss
COUNTY OF ALLEGHENY :

On this, 13 day of August, 2019, before me, the undersigned officer, a notary public, personally appeared Brian Gillespie, who, being duly sworn according to law, deposes and says that he is the President of Rolling Lambert Building Co., a Pennsylvania corporation, and acknowledges that he executed the foregoing instrument on behalf of said company for the purposes therein contained by signing his name as such officer.

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



Notary Public

My Commission Expires: 06/03/2023

Commonwealth of Pennsylvania - Notary Seal
Paul H. McCoy, Notary Public
Allegheny County
My commission expires June 3, 2023
Commission number 1290843
Member, Pennsylvania Association of Notaries

CERTIFICATE OF RESIDENCE

I, Brian Gillespie, the Undersigned, do hereby certify that the precise address of Declarant is
1 Cedar Boulevard, Pittsburgh, Pennsylvania 15228.

Witness my hand this 13 day of August, 2019.

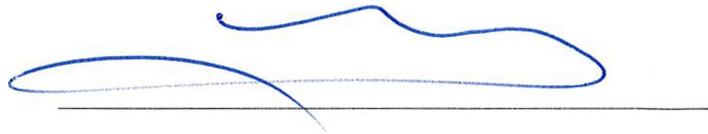
A handwritten signature in blue ink is written over a horizontal line. The signature is stylized and appears to be the name of the undersigned, Brian Gillespie.

EXHIBIT "7"
PLATS AND PLANS

THE FIFTH AMENDMENT TO THE PLATS AND PLANS FOR THE VILLAS AT COOL SPRINGS, A CONDOMINIUM, ADDING THOSE 3 UNITS COMPRISING PHASE 5 TO THE CONDOMINIUM, WAS RECORDED IN THE ALLEGHENY COUNTY, PENNSYLVANIA DEPARTMENT OF REAL ESTATE ON AUGUST 14, 2019 AT PLAN BOOK VOLUME 302, PAGE 54.

EXHIBIT "8"

PERCENTAGE INTEREST TABLE

<u>UNIT</u>	<u>PERCENTAGE INTEREST</u>
1	4.348%
2	4.348%
3	4.348%
4	4.348%
5	4.348%
6	4.348%
7	4.348%
8	4.348%
9	4.348%
10	4.348%
11	4.348%
12	4.348%
13	4.348%
14	4.348%
15	4.348%
16	4.348%
17	4.348%
18	4.348%
19	4.348%
20	4.348%
21	4.348%
22	4.348%
23	4.348%

NOTES:

This Table is based on completion all Units authorized under the Declaration.