

DECLARATION

DEHAVEN COURT AT ELFINWILD CONDOMINIUMS

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CONDOMINIUMS

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DEHAVEN COURT AT ELFINWILD CONDOMINIUMS

**AMENDED DECLARATION NUMBER TWO OF THE DEHAVEN COURT
AT ELFINWILD CONDOMINIUMS**

ARTICLE I - SUBMISSION: DEFINED TERMS

Section 1. **Declarant: Property: County: Name.** DCAEC Development Corporation, a Pennsylvania Business Corporation, having its principal place of business at 550 Washington Avenue, Borough of Carnegie, Allegheny County, Pennsylvania 15106, owner in fee simple of the land ("Land") described in Exhibit "A" attached hereto and incorporated herein, located in the Township of Shaler, Allegheny County, Pennsylvania, hereby submits that land and the improvements constructed thereupon ("Buildings"), together with all easements, rights and appurtenances thereunto belonging ("Property") to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. P.S. § 3101 et.seq. ("Act"), and hereby creates with respect to the Property a flexible condominium to be known as the "DeHaven Court at Elfinwild Condominium" ("Condominium").

Section 2. **Title Matters of Record Affecting the Property.** The Property is so submitted subject to the recorded rights of way, easements, restrictions and other matters set forth on Exhibit B attached hereto and incorporated herein.

Section 3. **Defined Terms.**

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

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

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

(2) "Association" means the association of persons owning Units in the Condominium and designated as the DeHaven Court at Elfinwild Condominium Association.

(3) "Buildings" means the four (4) buildings consisting of four (4) one (1) story quadraplex, buildings containing four (4) units in each quadraplex building, which constitutes Phase I of the Condominiums; and may also refer to the two (2) three (3) story elevator garden apartment buildings, containing fourteen (14) units in each garden apartment building for a combined total of Twenty-Eight (28) additional condominium units and the Community Center Building, and a portion of two (2) garages, which constitutes Phase II of the Condominiums; and may also refer to the single three (3) story elevator garden apartment building containing fourteen (14) additional condominium units and a portion of two (2) garages, which will constitute Phase III of the Condominiums along with the Common Elements constructed on the Land.

(4) "By-Laws" means the By-Laws of the Association as set forth in Exhibit F attached hereto and incorporated herein.

(5) "Common Elements" means and includes:

(i) the Land upon which the Buildings are located and those portions of the Building which are not included in any Unit;

(ii) the foundations, structural parts, supports, main walls and roofs;

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

(iv) portions of the Land and Building used exclusively for the management, operation or maintenance of the Common Elements, including the Community Center Building;

(v) installations of all central services and utilities;

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

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

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

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

(6) "Common Expenses" means and includes:

A. In General

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

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

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

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

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

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

B. Utilities

(i) The use of electric services supplied for the benefit of each Unit and natural gas services to the Townhome Units and their respective Limited Common Elements shall be separately metered, and the costs therefor shall be paid by each Unit Owner. The use of such services for the benefit of the Common Elements shall be separately metered and the costs therefor shall be allocated as a Common Expense. The use of water and sewage service supplied for the benefit of each Unit and for the benefit of the Common Elements will not be separately metered and the costs thereof shall be allocated as a Common Expense. The use of electric service for the benefit of the Garage Unit will be separately metered. The estimated cost of electric service shall be assessed against the Garage Unit Owners in addition to their common expense allocation, if at any time such electric service is not separately metered.

(7) "Condominium" and/or "Condominiums" means the Land, Buildings and Property submitted to the Act and designated as the DeHaven Court at Elfinwild Condominiums.

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

(9) "Convertible Real Estate". A portion of a flexible condominium not within a building containing a unit, within which additional units or limited common elements, or both, may be created.

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

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

(12) "Executive Board" means the Executive Board of the DeHaven Court at Elfinwild Condominium Association which shall act on behalf of the Association.

(13) "Flexible Condominiums". A condominium containing withdrawable or convertible real estate, a condominium to which additional real estate may be added, or a combination thereof.

(14) "Garden Unit" means the Units located in the three (3) three (3) story elevator garden style buildings.

(15) "Garage" or "Garage Unit" means the Units consisting of a one (1) car garage stall located in the one (1) story Garage Building that contains two (2) individual garages.

(16) "Garage Owner" means the person or persons owning a garage in fee simple.

(17) "Land" means the property described in Exhibit "A", attached hereto and incorporated herein.

(18) "Limited Common Elements" means portions of the Common Elements allocated to exclusive use and enjoyment of a Resident including balconies, patios, driveways and walkways, if any, to each individual unit as indicated on the Architectural Plats and Plans.

(19) "Lot" means the parcel of real property described in Exhibit "A" to this Declaration, which has been unreservedly submitted to the Act.

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

(21) "Mortgage" means any lender holding a first mortgage encumbering any Unit.

(22) "Open Area" is the land owned, maintained and regulated by the Condominium Association for whose use each Member must pay his prorata share of the costs in accordance with this Declaration and the Rules and Regulations of the DeHaven Court at Elfinwild Condominium Association. The term "Open Area" may also sometimes be referred to as the "Common Area."

(23) "Percentage Interest" means each Unit Owner's undivided percentage ownership interest in the Common Elements and each Unit Owner's percentage of the Common Expenses Costs as set forth in Exhibit "D" attached hereto and incorporated herein.

(24) "Phase I" means the area containing the four (4) quadrplex condominium buildings and related Common Elements and Limited Common Elements, as described in Exhibit "C" attached hereto and incorporated herein.

(25) "Phase II" means the two (2) elevated garden apartment condominium buildings, the Community Center Building located on the southern side of the site, and a portion of the two (2) garages, and the related Common Elements and the Limited Common Elements, as described in Exhibit "C" attached hereto and incorporated herein. (The remaining portion of the two (2) garages are located in Phase III.)

(26) "Phase III" means the single elevated garden apartment condominium building and a portion of the two (2) garages located on the eastern side of the site and the related Common Elements and Limited Common Elements, as described in Exhibit "C" attached hereto and incorporated herein. (The remaining portion of the two (2) garages are located in Phase II.)

(27) "Plats and Plans" means the Plats and Plans incorporated herein and recorded simultaneously herewith in the appropriate Plan Book Volume in the Office of the Recorder of Deeds for Allegheny County as described in Exhibit E attached hereto and incorporated herein.

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

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

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

(31) "Special Declarant Rights" or "Declarant's Special Rights" means the reservation of options or other rights for the benefit of the Declarant as provided in Sections 3103; 3210; 3211; 3212; 3215; 3217; 3218; 3222; 3223 and 3203 of the Act.

(32) "Townhome Unit" means the Units located in the four (4) one (1) story quadraplex units.

(33) "Unit" means a portion of the Condominium designed for separate ownership, for which the boundaries are described herein and in the Plats and Plans.

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

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

(36) "Unit/Garage Owner" means the person or persons owning either a Unit and/or a Garage in fee simple.

(37) "Vote" means each Unit Owner's voting right in the Association matters as set forth in Exhibit D attached hereto and incorporated herein.

ARTICLE II - BUILDING ON THE LAND: UNIT BOUNDARIES

Section 1. Location of Buildings The location, dimensions and area of the Buildings are shown on the Property Subdivision and Site Development Plan recorded in the Office of the Recorder of Deeds for Allegheny County, Pennsylvania.

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

The location, dimensions and area of the Units within the Building are shown on the Property Architectural Plats and Plans, described in Exhibit "E" attached hereto and incorporated herein and recorded in the Office of the Recorder of Deeds for Allegheny County. The total number of Condominium Units hereby created is fourteen (14).

Individual Units may not be subdivided but may be combined. Units 609 and 611 have been combined into one (1) large living unit. Combination of two (2) individual living units into one (1) large living unit does not constitute a change from two (2) units to one (1) nor shall it diminish the one fifty-eighth (1/58) percentage allocated to each individual unit so combined. Voting rights and common expense assessments for each unit so combined shall be as provided in Article III hereof. Each Unit combined into a large living unit must be owned by the same Unit Owner.

A list of all Units, their Buildings respective identifying numbers, and the Percentage Interest in the Common Elements appurtenant to each Unit are contained in Exhibit "D" attached hereto and incorporated herein. Each Unit shall be allocated one fifty eighth (1/58) interest in the Common Elements. Each Unit in Phase I and Phase II is hereby reallocated one fifty-eighth (1/58) interest in the Common Elements as specifically set forth in the attached said Exhibit D. Percentage Interests shall not be altered except by either the Declarant's Special Right as described in Article VI of this Declaration or by Amendment to this Declaration executed by all Unit Owners affected thereby. (Garage Units do not share in ownership of Common Elements and are not entitled to voting rights.) The total undivided interest in Common Elements assigned to all Units shall at all times aggregate one hundred percent (100%). The total undivided interest in Common Elements assigned to all units in Phase I, II and III of the Condominium shall at all times aggregate one hundred percent (100%) with each unit having an equal one fifty-eighth (1/58) interest in the Common Elements.

Phase III of the Condominium, which is hereby created pursuant to the Act, is shown on the attached Exhibit C, attached hereto and incorporated herein.

The location, dimensions and area of the Garages within the Project are shown on the Property Architectural Plats and Plans recorded in the Office of the Recorder of Deeds for Allegheny County as further described in Exhibit E to the Declaration.

Phase I of the Condominium was created pursuant to the Act on November 20, 1992 and recorded with the Recorder of Deeds for Allegheny County in Deed Book Volume 8863, Page 154 on December 4, 1992.

Phase II of the Condominium was created pursuant to the Act on February 1, 1993 and recorded with the Recorder of Deeds for Allegheny County in Deed Book Volume 8913, Page 395 on February 25, 1993.

The total number of Garages is two (2) within the Project - a portion of which are located in Phase II and a portion of which are located in Phase III of the Condominium. Individual Garages may not be subdivided or combined. Only Unit owners can purchase Garages. Proportionate Interests in the Common Elements shall not be affected by a Unit Owner owning or not owning a Garage.

Amended
3/9/94

Section 3. Location of Common Elements. In the garden units, the patio or balcony and the air conditioning condensers are Limited Common Elements appurtenant to such unit. The locations of the Common Elements are shown on the Architectural Plats and Plans for the Townhouse Units. Patios, driveways, walkways, air conditioning condensers shown adjacent to any Unit, and attic storage space located above the living area and/or garage of the Townhome Units are Limited Common Elements appurtenant to such Unit.

Section 4. Unit/Garage Boundaries. Each Unit and/or Garage consists of the space within the following boundaries:

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

(1) Upper Boundary: In the Garden Units, the horizontal plane of the bottom surface of the wooden or dry wall surface constituting the ceiling of the Garden Unit. In the Townhome Unit, the horizontal plane of the bottom surface of the underside surface constituting the roof (excluding roof joists) of the Unit. In the Garage Units, the horizontal plane of the top surface of the roof.

(2) Lower Boundary: In the Garden Units the horizontal plane of the top surface of the wooden floor. In the Townhouse Unit horizontal

top surface of the concrete slab surface constituting the floor. In the Garage Unit the underside surface of the concrete slab constituting the floor.

(b) **Perimetric (Vertical) Boundaries:** The perimetric boundaries of the Unit shall be the vertical planes, extended to intersections with the upper and lower boundaries, formed by the Unit side (inside) surface of the walls which surround the Unit and including front and back doors and windows, if applicable. The perimetric boundaries of the Garage shall be the vertical planes, extended to intersections with the upper and lower boundaries, formed by the Garage side (outside) surface of the walls which surround the Garage.

(c) **Porches, patios, driveways and walkways** to each individual Unit as set forth in the Plats and Plans are **Limited Common Elements** allocated solely to the Unit to which it is appurtenant. The boundary of such **Limited Common Elements** shall extend beyond the exterior perimeter wall out to the vertical plane made by the inside surface of the perimeter fences or walls, if any, on said porch or patio. The horizontal floor surface of said Unit shall prescribe the lower boundary of the porch or patio, driveway and walkway and the horizontal surface of the plane created by a horizontal extension of the Unit's ceiling shall prescribe the upper boundary of the porch or patio, driveway and walkway, thus described, shall constitute part of the **Limited Common Elements**. The wall and doors between the porch or patio and driveway and the rest of the Unit shall be a **Limited Common Element**. The storage space assigned in each unit located above part of the living area and/or the garage area are **Limited Common Elements** allocated solely to the Unit above which it is located. The boundary of such **Storage Limited Common Element** shall be the upper portion of the Unit ceiling, the bottom of the roof structure system and the interior walls of the attic area. Air conditioning condensers are also **Limited Common Elements** to the individual Unit served by such air conditioning condenser. The driveway to the Garages shall constitute part of the **Limited Common Elements** allocated solely to the Garage to which it is appurtenant.

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

(e) The Unit identification numbers are shown on Exhibit "D". The Garages are shown on Exhibit "E."

(f) If any chute, flue, duct, wire, pipe, conduit, bearing wall, window, door bearing column or other fixture or structural element lies partially within and partially outside the designated boundaries of a Unit/Garage,

any portion thereof serving only that Unit/Garage, is not part of the Common Elements, and any portion thereof serving more than one Unit/Garage or any portion of the Common Elements is a part of the Common Elements.

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

Amended
12/13/93
Amended
9/19/01

Section 5. Maintenance and Modification Responsibilities. "Except for minor maintenance performed pursuant to Fifteen-Minute Rule (Section 14 Article VIII herein), " each Unit/Garage Owner shall be obligated to maintain and repair his Unit and to make replacements when appropriate. Each Garage Owner shall be obligated to maintain and repair his Garage and the Garage Building in which his Garage is located and to make replacements when appropriate. This obligation shall include the interior, exterior, structural components and all other components of the Garage and Garage Building. Maintenance, repair and replacements of Garages and the Garage Building shall be consistent with the maintenance, repair and replacement of the other buildings in the Condominiums. Maintenance, repair and appropriate replacements in the Common Elements, including the Limited Common Elements, shall be the obligation of the Association in accordance with the provisions of § 3307 of the Act. Improvements or additions to individual portions of the Limited Common Elements (balcony, patio, driveway and walkway), wanted by a Unit Owner to benefit his individual Unit, may be approved by a resolution duly adopted at any duly convened regular or special meeting of the Association by the affirmative vote of the unit owners to which at least 67% of the votes in the Association are allocated, in person or by proxy, including any Units owned by the Declarant, provided that 1) all Unit Owners, 2) the Township of Shaler and 3) any mortgagee holding a mortgage affecting the Limited Common Elements, have been given at least twenty (20) days prior notice of the proposed improvement or addition. No such improvement or addition shall be made without the prior written consent of the Township of Shaler and the holder of any such mortgage. Completion of such individual improvements or additions shall be the obligation of the Association. All costs arising in connection with such individual improvements and additions to the Limited Common Elements shall be borne by the Unit Owner who sought the improvement or addition. Any such costs, if not timely paid to the Association, shall be assessed and enforced as a charge against that Unit Owner/Unit consistent with Article VII herein."

ARTICLE III - VOTING AND COMMON EXPENSES

Section 1. Voting.

At any meeting of the Association, the Unit Owners of each of the fifty-eight (58) individual living Units shall be entitled to cast one (1) vote. Unit Owners of Individual Units combined into one (1) large living unit shall be entitled to cast one (1) vote for each of the individual units combined into one (1) large living unit. Individual Units 609 and 611 have been combined into one (1) large living unit. The Unit Owners of units 609 and 611, constituting one (1) large living unit, shall be entitled to two (2) votes. However, Garage Unit Owners are not entitled to voting rights because of their ownership of such Garages.

Section 2. Common Expenses.

Common expenses shall be assessed against each Unit in accordance with the Percentage Interest in the Common Elements appurtenant to each Unit as set forth in Exhibit D attached hereto and incorporated herein. In addition to the Unit Owner's common expense assessment, as described in the preceding sentence, each Garage Owner will be assessed an additional expense amount for the estimated costs of maintenance, insurance and replacements on the Garage Buildings, if such maintenance, insurance and replacements are deemed necessary by the Executive Board because the Garage Owners fail to satisfactorily maintain, insure or replace all or a part of a Garage Unit or Garage Building in which a Garage Unit is located. Any such assessments shall be enforced in the manner provided in Article VII hereof.

Individual Units 609 and 611 have been combined into one (1) large living unit. Common Expenses shall be assessed upon units 609 and 611 equal to the sum of the assessment for the two (2) Individual Units less the assessment amounts included in the Common Charge for the sum of the water, sewage and trash removal for one (1) unit.

ARTICLE IV - USE RESTRICTIONS

Section 1. Use, Purposes and Restrictions. The uses of the Property, and the purposes for which the Buildings and each of the Units therein and Common Elements are intended, shall be in accordance with the following provisions:

(1) Use of Units.

(a) Each Unit shall be used solely for residential housing in accordance with the Rules and Regulations and By-Laws set forth by the Condominium Association, however this shall not affect Declarant's Special Rights in regard thereto. The occupancy of each Unit shall be limited to single families of which one (1) of the principal adults, (husband or wife, whether owner or not) shall be the age of fifty-five (55) or older. No dependent of Resident, nor any individual, shall be permitted to permanently reside in the premises unless they are aged nineteen (19) years of age or older.

(b) Each Garage shall be used solely for parking of a Unit Owner's car and related uses in accordance with the Rules and Regulations and By-Laws set forth by the Condominium Association, however, this shall not affect Declarant's Special Rights in regard thereto.

(c) Garages may only be owned by persons who are current individual living Unit Owners (and may not be owned by persons who are not currently Unit Owners). Garages may be sold by their Unit Owner to another current Unit Owner but garages may not be sold to any person, or persons or organizations who are not current Unit Owners.

(d) Unit Owners may lease their individual Unit(s)/Garages, but only in accordance with the restrictions and guidelines as set forth in the Rules and Regulations and By-Laws of the Association and as noted in the above paragraph. Any lease of a Unit/Garage shall be in writing and shall have a clause making any substantial and material breach of the Condominium Documents, a breach of said lease. However, garages may only be leased by a Unit Owner to another current Unit Owner. Any lease, whose term exceeds one (1) year, must be approved in writing by the Executive Board prior to execution - such approval not to be withheld unreasonably. The Declarant shall be entitled to lease Units/Garages and shall not require Executive Board approval.

(e) No advertising signs may be displayed on the Property. A "For Sale" sign may be displayed provided it be no larger than two

(2) feet in width by two (2) feet in length. The sign and its location must be approved in writing by the Executive Board prior to display.

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

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

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

(4) Structural Integrity. Nothing shall be done to any Unit/Garage, or to, or in the Common Elements which would impair the structural integrity of the Building or which would structurally alter the Building, provided, however, that improvements and additions to the Limited Common Elements may be made pursuant to Article II, Section 5 herein."

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

(6) Powers of Executive Board to Enforce. The Executive Board shall have the power to make such Rules and Regulations as may be necessary to carry out the intent of the Condominium Documents, and shall have the right to bring lawsuits to enforce the Rules and Regulations promulgated by

Amended
12/13/93

the Executive Board. The Executive Board shall have the right to levy fines for violations of the Declaration, By-Laws and Rules and Regulations, provided that the fine for a single violation may not exceed Twenty-Five Dollars (\$25.00) for each day the violation continues after notice has been given. Any fine so imposed shall have the effect of an assessment and collection may be pursued by the Executive Board in the same manner as the collection of Common Expenses is pursued.

ARTICLE V - EASEMENTS

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

Section 1. Utility Easements - Rights of Entry. The Units/Garages and the Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant, the Unit Owners and the Association, appropriate utility and service companies and governmental agencies or authorities for the installation and service of such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this Section shall include, without limitation, rights of Declarant, the Unit/Garage Owners and the Association, or any utility company providing utility or service, or governmental agency or authority, to install, lay, maintain, repair, relocate and replace electric pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and ducts and vents over, under, through, along and on the Units and Common Elements. Unless approved in writing by the affected Unit/Garage Owners, the locations of easements through Units/Garages shall not be substantially altered so as to materially interfere with the use or occupancy of a Unit/Garage, but rather such easements shall remain as close as reasonably possible to their locations at the time of the first conveyance of the Unit by the Declarant.

Section 2. Encroachments and Support. Each Unit/Garage and the Common Elements shall be subject to an easement for encroachments created by construction, settling and overhangs as designed or constructed. An easement for said encroachments and for the maintenance of same, so long as they stand, shall and does exist. In the event that the Building is partially or totally destroyed and then rebuilt, the Unit/Garage Owners of the Units/Garages so affected covenant that minor encroachments of parts of the adjacent Units or Common Elements due to removal, replacement, or construction shall be permitted and that an easement for said encroachments and the maintenance thereof shall exist. Every portion of a Unit/Garage contributing to the support of an abutting Unit/Garage shall be burdened with an easement of support for the benefit of such abutting Unit/Garage. An easement shall and does exist in favor of each Unit/Garage Owner to make reasonable use, not inconsistent with the terms of this Declaration, of the exterior wall of any adjoining Unit/Garage where the outer unfinished surface of such wall shall serve and separate any portion of such adjoining Unit/Garage, notwithstanding the inclusion of such wall within the vertical boundaries of such adjoining Unit/Garage.

Section 3. Pedestrian Easements. There is hereby created an easement for a pedestrian right-of-way over and across the Common Elements, for the purpose of pedestrian passage by all persons lawfully upon the Common Elements. An easement is hereby reserved to Declarant to enter the Common Elements to construct and maintain such facilities and perform such operations as may be reasonably required, convenient or incidental to the construction of the Building provided nothing herein shall be deemed to increase the obligations of the Declarant hereunder.

Section 4. Emergencies and Repairs. There is hereby created a blanket easement to the Association, its officers, agents and employees, to any manager employed by or on behalf of the Association and to all policemen, firemen, ambulance, governmental and utility company personnel and all other similar persons to enter upon the Property or any part thereof in the proper performance of their respective duties and for repair and maintenance of Common Elements and Limited Common Elements. Except in the event of emergencies, the rights accompanying the easements provided for in this Article shall be exercised only during reasonable daylight hours and then, whenever practicable, only after advance notice to, and with the permission of the Unit/Garage Owners directly affected thereby.

Section 5. Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines and Other Common Elements Located Inside Units/Garages. Each Unit/Garage Owner shall have an easement in common with the other Unit/Garage Owners to use all pipes, wires, ducts, cable conduits, public utility lines and other Common Elements located in any of the other Units and servicing his Unit/Garage. Each Unit/Garage shall be subject to an easement in favor of all the other Unit/Garage Owners to use the pipes, ducts, cables, wires, conduits, public utility located in a Unit/Garage. The Association shall have the right of access to each Unit and to inspect same, to remove any violations as set forth in this Declaration as from time to time in effect, and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Buildings.

Section 6. Air Conditioner Condensers. Air conditioner condensers required to air condition the Units may be placed on portions of the Common Elements, however, such air conditioner condensers shall be Limited Common Elements appurtenant to the Unit serviced by such condenser, and maintenance, repair and replacement by such condenser, notwithstanding anything to the contrary contained herein or in the By-Laws, shall be the responsibility of the Unit Owner of the Unit serviced by such condenser.

ARTICLE VI - SPECIAL DECLARANT RIGHTS

Section 1. Declarant's Right to Convert Convertible Real Estate to Units/Garages or Limited Common Elements.

The Declarant previously reserved right and the option until the seventh (7th) anniversary of the recording of the Declaration for Phase I, which was recorded on December 4, 1992, to convert the Convertible Real Estate for Phase II and Phase III of the Condominium. Phase II of the Condominium was created on February 25, 1993 and Phase III is hereby created.

Declarants option to convert the convertible real estate is hereby terminated and is null and void effective on the day after the recording of this Amended Declaration (Number 2.)

Section 2. Declarant's Right to Maintain Sales and Management Offices, Models, and Signs.

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

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

Section 3. Declarant's Right to Enter Upon the Common Elements.

(a) The Declarant reserves the right to enter the Common Elements for the purpose of making improvements within the Condominium.

Section 4. Declarant's Reservation of Miscellaneous Special Declarant Rights. Declarant reserves any and all other Special Declarant Rights not specifically reserved in this Declaration but permitted by the Act. The duration of such reservations shall be identical to the maximum periods permitted by the Act.

Section 5. No Declarant Obligations to Build. Nothing contained in this Declaration, the By-Laws or the Plats and Plans shall be deemed

to impose upon the Declarant or its successors or assigns any obligation of any nature to build, construct or provide any buildings or improvements on any particular locations, except to the extent required by the Act. Only the construction and improvements shown on the Plats and Plans must be built.

Section 6. Termination of Special Declarant Rights.

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

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

(c) The exercise of a Special Declarant Right relative to a portion of a Building shall not cause the termination of that right relative to the remainder of such Building.

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

ARTICLE VII - POWERS OF THE ASSOCIATION, ITS RESERVES, AND ASSESSMENTS

Amended
4/19/95

7-1-14 ~~1,000~~
1500

Section 1. Reserve Accounts. The Association shall have the power to create working capital, reserve for replacement, and contingency accounts, and to assess the Unit/Garage Owners for contributions to the said accounts. Upon delivery of a deed or other instrument reflecting sale or transfer in ownership of a Unit, occurring on or after May 1, 1995, with or without consideration, the purchaser/transferee of the Unit shall pay to the Association the sum of Five Hundred Dollars (\$500.00), which sum shall be placed in the capital account. This Five Hundred Dollar (\$500.00) payment is not refundable, in whole or in part, by that Unit owner upon subsequent resale or transfer nor at any other time. If not so paid, the Executive Board shall, by resolution, specially assess the Unit in the sum of \$500.00, plus interest at the rate of 6% per annum until paid. Such a special assessment shall be considered as and collected as a delinquent assessment, constituting a lien, pursuant to the provisions of Article VII of the Bylaws.

Transfer of a Unit occurring by operation of law or through a will, trust, or other testamentary document, upon the death of a Unit Owner (or death of the occupant if the Unit is owned by a trust), to a transferee, who/which prior to the transfer, had a legal ownership interest in the Unit, shall not be considered a sale or transfer pursuant to this paragraph.

Transfer of a Unit occurring by operation of law or through a will, trust or other testamentary document, upon the death of a Unit Owner (or death of the primary occupant if the Unit is owned by a trust), shall not be considered a sale or transfer pursuant to this paragraph unless the transferee makes his or her residence in the Unit or leases the Unit to a person who makes it his or her residence, in which case, the \$500.00 payment shall be made. Transfer of a Unit by an executor, administrator, trustee or other personal representative following death of a Unit Owner (or death of the primary occupant if the Unit is owned by a trust) shall be considered a transfer pursuant to this paragraph.

7-1-14 ~~1,000~~
\$1500

Amended
12/13/93

Section 2. Exterior Maintenance. In addition to providing maintenance upon the Common Elements, the Association shall as a Common Expense provide exterior maintenance upon the private roadway, DeHaven Court Drive, the Community Center Building, the resident Condominium Unit Buildings as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces and other exterior improvements, including porches, patios, driveways, walkways and landscaping areas. Such exterior maintenance shall not include glass surfaces or doors, Unit/Garage doors and window fixtures. The costs of maintenance in and upon individual improvements and additions to the

Limited Common Elements, made pursuant to Article II, Section 5 herein, shall be borne by the individual Unit Owner/Unit directly benefitted, in amounts and under such terms as may be directed by the Executive Board. Any such costs, if not timely paid to the Association, shall be assessed and enforced as a charge against that Unit Owner/Unit consistent with this Article VII. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Unit/Garage Owner, Resident, or their family, guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Unit/Garage is subject.

Amended
4/19/95

Section 3. Assessment of Charges. All sums assessed by resolutions duly adopted by the Executive Board against any Unit/Garage for its share of Common Expenses or any fine imposed against a Unit/Garage Owner shall constitute a lien against that Unit/Garage in accordance with Section 3315 of the Act and also shall be the personal liability of the Unit/Garage Owner so assessed. Unit/Garage owners shall be obligated to pay \$1.00 for each day or part of a day that an assessment or any installment thereof due on or after January 1, 1995, remains unpaid. Such unpaid assessments and per day charges shall constitute a lien against such Unit/Garage which shall be enforceable as provided in the Act or as otherwise permitted by law.

Section 4. Method of Enforcing Charges. Any charge assessed against a Unit/Garage may be enforced by suit by the Association acting on behalf of the Unit/Garage Owners in an action in assumpsit or by enforcement as a lien in accordance with the Act or both. Any judgment against a Unit/Garage and its Owner shall be enforceable in the same manner as is otherwise provided by law.

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

Section 5. Unpaid Assessments at Time of Voluntary Sale of a Unit. Upon the voluntary sale or conveyance of a Unit/Garage, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments for Common Expenses which are a lien or charge against the Unit/Garage as of the date of the sale or conveyance, but such joint and several liability shall be without prejudice to the grantee's right to recover from the grantor the amount of any such assessments which shall continue to be a charge against the Unit/Garage

which may be enforced in the manner set forth herein. Any person who shall have entered into a written agreement to purchase a Unit/Garage shall be entitled to a resale certificate as required by the Act.

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

ARTICLE VIII - SPECIAL ZONING CONDITIONS

Section 1. Conditions of Special Zoning Approval. On December 11, 1990, the Board of Commissioners of Shaler Township granted to Senior Living Communities, Inc. (the Project Sponsor, which subsequently assigned its interests in the Condominium to the Declarant), a conditional use, subject to various conditions, to develop a Planned Residential Development at 2910 Mt. Royal Boulevard in accordance with the plans and specifications provided to the Township. Furthermore, at that time, the Board of Commissioners granted conditional approval for Senior Living Communities, Inc., to develop the Planned Residential Development to be known as DeHaven Court Condominiums at Elfinwild, subject to various conditions and also in accordance with the plans and specifications provided to the Township. The conditions for both the conditional approval and continual use are as follows:

1. The principal resident of each unit in the planned residential development must be at least fifty-five (55) years of age and no individual under the age of nineteen (19) years of age may reside full-time in the planned residential development; and
2. No unit may be sold in the planned residential development until Senior Living Communities, Inc. produces and delivers to the Township of Shaler, agreements, covenants, deeds and other documents acceptable to the Township of Shaler, which documents shall be recorded in the Office of the Recorder of Deeds of Allegheny County, indicating that there is no expectation of maintenance of any kind by the Township of Shaler for the private roadways and private utilities within the planned residential development and that the Township will provide absolutely no maintenance to the private utilities and private roads, now or in the future; and
3. That Senior Living Communities, Inc. shall make full disclosure to all potential buyers, prior to sale, that the Condominium Association shall own the entire planned residential development and shall provide all maintenance to the private roads and private utilities and that the Township will provide absolutely no maintenance to the private utilities and private roads; and
4. That the Condominium Association shall provide all of the funding for and shall maintain all open spaces, the recreational building, private roadways and all private utilities; and

5. That the Condominium Association enter into an agreement satisfactory to the Township of Shaler, that the Condominium Association shall receive a bulk service meter and rate for water and sewage service, which shall be maintained by the Condominium Association to the satisfaction of the Township, and the Condominium Association shall be responsible for and shall promptly pay the full amount of all charges for water and sewage usage to the Township of Shaler, or to its successors and assigns; and
6. That Senior Living Communities, Inc. shall provide to the Township an agreement, together with a description of the organization, including its By-Laws and documents governing open space maintenance, use restrictions, which agreement shall be in conformance with the Uniform Condominium Act of 1980, which membership in the organization shall be mandatory for all purchasers of units therein, as well as their successors and assigns, which organization shall be responsible for the maintenance of and insurance on common open space, real estate taxes, private roads and private utilities, which members shall share equitably in the cost of maintaining such common areas and utilities, which organization shall have or hire adequate staff to administer such common facilities and maintain common open space and shall not transfer or assign any such agreement without the prior written consent of the Township; and
7. Grant perpetual access to the private roads and common areas in the planned residential development for police, fire and emergency services, without restrictions of any kind; and
8. Maintain all storm sewers and utilities in a safe and functioning manner and provide such storm sewers and utilities with regular and adequate maintenance; and
9. Prohibit and enforce no parking regulations on all private roads within the planned residential development; and
10. Construct all the utilities, facilities and improvements in said planned residential development as designed and make no change in the design or location of same without the prior written approval of the Township; and
11. Comply in all respects with the provisions of Ordinance No. 1650, Section 22, and all amendments thereto, and all other applicable

Township Ordinances, as well as the Pennsylvania Municipalities Planning Code as amended by Act 170 of 1988 in the development of said planned residential development; and

12. Acknowledge in writing that the granting of this conditional use and/or tentative approval does not permit the violation of any other state or local statute, regulation or ordinance; and
13. Obtain the prior approval of the Shaler Township Police Department and the Commonwealth of Pennsylvania, Department of Transportation prior to the placement of any pillars or entrance markers at the entranceway to the planned residential development and thereafter, keep and maintain the entranceway free of all obstructions to ensure proper sight vision for the residents and the traveling public.

Amended
9/19/01

14. **Maintenance Person/Fifteen-Minute Rule.** A maintenance person may be hired at the discretion of the Executive Committee at the expense of the Association. The maintenance person shall perform such work as the Executive Board shall direct including, but not limited to, corrections of leaks around doors or windows, accompanying the person conducting the fire extinguisher inspections on rounds to the units and other duties as may be assigned by the Executive Committee or Site Manager from time to time. The maintenance person may, during his scheduled work hours, in addition to his other duties, perform minor maintenance at the request of a Unit Owner or Resident of a Unit. "Minor maintenance" shall include the following eleven tasks and such other tasks as the Executive Committee may from time to time determine to be appropriate:

1. Reset electrical breakers.
2. Change light bulbs.
3. Analyze a problem and offer outside vendor names.
4. Adjust bi-fold doors.
5. Assist with window inserts.
6. Assist with water valve (open or close).
7. Assist with ~~checking~~ Emergency Call System (vector).
8. Assist with cleaning of or changing furnace filters.

The maintenance person is not to spend more than fifteen minutes on a task. The maintenance person may refuse to perform a task. The maintenance person shall not respond to non-emergency requests while performing other duties required by the Executive Committee. Minor maintenance work shall not include the following five tasks and such other tasks as may from time to time be determined by the Executive Committee:

1. Any non-emergency task that takes longer than fifteen minutes to complete.
2. Moving furniture.
3. Cleaning anything inside a Unit (including but not limited to cleaning light fixtures).
4. Repairing any appliance (minor or major).
5. Running errands.

The Executive Committee shall have the authority to revise the above lists of approved and not approved minor maintenance as it deems appropriate from time to time. Any problem or dispute with regard to minor maintenance work, any problem with regard to scheduling or any problem with regard to over-use of the maintenance person shall be resolved by the Executive Committee, in its discretion after such investigation as it deems necessary. Except in an emergency, no work is to be done without a properly completed service request, with service request forms being available at central places as determined by the Executive Committee.

Section 2. Declarant's Compliance To Date With Condition of Special Zoning Approval.

1. The Deed for each unit in the Condominium, as well as Article IV, Section 1, Subsection 1 of this Declaration and Article VIII, Sections 1 and 12 of the By-Laws provide that the principal resident of each unit in the Condominium must be at least fifty-five (55) years of age and no individual under the age of nineteen (19) years of age may reside full-time in the Condominium; and
2. The Declarant has delivered copies of this Declaration to the Township of Shaler and in addition has recorded both the December 11, 1990 Conditional Use approval, including all relevant conditions, issued by the Township of Shaler and has recorded this Declaration with the Office of the Recorder of Deeds for Allegheny County indicating that there is no expectation of maintenance of any kind by the Township of Shaler for the private roadways and private utilities within the Condominiums and that the Township will provide absolutely no maintenance to the private utilities and private roads now or in the future; and
3. Senior Living Communities, Inc., the Condominium Sponsor, and the Declarant have provided all potential buyers with the "Condominium Unit Purchase Documents" including copies of this Declaration stating that the Condominium Association shall own the entire Condominium and shall provide all maintenance to the public roads and private utilities and that the Township of Shaler will provide absolutely no maintenance to the private utilities and private roads; and
4. Senior Living Communities, Inc., the Condominium Sponsor, and the Declarant have provided all potential buyers with the "Condominium Unit Purchase Documents" including copies of this Declaration stating that the Condominium Association shall provide all the funding for and shall maintain all open spaces, the recreational building, private roadways and all private utilities; and
5. The Declarant and the Condominium Association have entered into agreements with the Township of Shaler providing for bulk service for water and sewage services which on-site services facilities are to be maintained by the Condominium Association and in addition, the Condominium Association is and shall continue to be responsible for and shall promptly pay the full amount of all charges for water and sewer useages to the Township of Shaler or its successors and assigns; and

6. Senior Living Communities, Inc. has provided to the Township of Shaler a copy of the "Condominium Unit Purchase Documents" which document includes a description of the Condominium, including its By-Laws and which documents govern open space maintenance, use restrictions, all of which agreements are in conformance with the Uniform Condominium Act of 1980, and membership in the Condominium Association shall be mandatory for all purchasers of Condominium Units, as well as their successors and assigns, which Condominium Association shall be responsible for the maintenance of and insurance on common open space, real estate taxes, private roads and private utilities, which Condominium Association members shall share equitably in the cost of maintaining such common areas and utilities, which Condominium Association shall have or hire adequate staff to administer its common facilities and maintain its common open space and shall not transfer or assign any such agreement without the prior written consent of the Township of Shaler; and
7. The Declarant and the Condominium Association hereby grant perpetual access to all appropriate parties, to the Condominiums private roads and common areas for police, fire and emergency services, without restrictions of any kind; and
8. The Declarant and the Condominium Association hereby agree to perpetually maintain all storm sewers and utilities in a safe and functioning manner and provide such storm sewers and utilities with regular and adequate maintenance; and
9. The Declarant and the Condominium Association hereby agree to prohibit and enforce no parking regulations on all private roads within the Condominium property; and
10. The Declarant hereby agrees to construct all the utilities, facilities and improvements within the Condominium property as designed and make no change in the design or location of same without the prior written approval of the Township of Shaler; and
11. The Declarant and the Condominium Association hereby agree to comply in all respects with the provisions of Ordinance No. 1650, Section 22, and all amendments thereto, and all other applicable Township Ordinances, as well as the Pennsylvania Municipalities Planning Code as amended by Act 170 of 1988 in the development and operation of the Condominium; and

12. The Declarant and the Condominium Association hereby acknowledge that the granting of a conditional zoning use to the Condominium and/or conditional zoning approval does not permit the violation of any other state or local statute, regulation or ordinance of the Township of Shaler; and
13. The Declarant and the Condominium Association will, prior to construction of any pillars or entrance markers at the entranceway of the Condominium, obtain the prior approval of the Shaler Township Police Department and the Commonwealth of Pennsylvania, Department of Transportation for the placement of any pillars or entrance markers at the entranceway to the Condominium and thereafter, keep and maintain the entranceway free of all obstructions to ensure proper sight vision for the residents and the traveling public.

Section 3. The Declarant and the Condominium Association will continue to comply with the special zoning conditions described in Section 1 above.

ARTICLE IX - UNITS SUBJECT TO DECLARATION AND BYLAWS

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

ARTICLE X - SEVERABILITY

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

ARTICLE XI - WAIVER

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

ARTICLE XII - GENDER: SINGULAR AND PLURAL

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

ARTICLE XIII - TERMINATION

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

ARTICLE XIV - INSURANCE

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

ARTICLE XV - MECHANICS' LIENS

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

ARTICLE XVI - AMENDMENT OF DECLARATION

Section 1. Except as otherwise permitted by Section 3219 of the Act, this Declaration may be amended only by vote of the Unit Owners to which at least sixty-seven percent (67%) of the votes in the Association are allocated, in person or by proxy at a meeting duly held in accordance with the Bylaws, provided that any Amendment affecting Special Declaration Rights must be approved by the Declarant. Any such Amendment must be approved in writing by any Mortgagee holding mortgages which comprise the first liens on five (5) or more Units, which approval shall not be withheld unreasonably. Subject to Section 3221 of the Act, no amendment may be made, following recordation hereof, which would have the effect of causing a change in the Units or a change in the Percentage Interest in the Common Elements allocated to the Units except by the recording of an amendment duly executed by all Unit Owners affected thereby and their Mortgagees. No such amendment shall be effective until recorded in the Office of the Recorder of Allegheny County. The Secretary shall prepare, execute, certify and record amendments of the Declaration on behalf of the Association.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 1st day of June, 1993.

ATTEST:

DCAEC DEVELOPMENT
CORPORATION

By: _____

ATTACHED EXHIBIT

- Exhibit A - Legal Description of Land Submitted To The Act
- Exhibit B - Title Matters of Record Affecting the Property
- Exhibit C - Description of Phases I, II and III of the Condominium
- Exhibit D - Allocation of Common Elements Interests, Common Expenses and Votes
- Exhibit E - Architectural Plats and Plans for the Condominium
- Exhibit F - By-Laws of the DeHaven Court at Elfinwild Condominium Association

DEHAVEN COURT AT ELFINWILD CONDOMINIUMS

AMENDED DECLARATION (NUMBER TWO) OF THE DEHAVEN
COURT AT ELFINWILD CONDOMINIUMS

EXHIBIT "A"

LEGAL DESCRIPTION OF LAND SUBMITTED TO THE ACT

JUNE 1, 1993

All that certain lot or parcel of ground situate in the Township of Shaler, County of Allegheny, and Commonwealth of Pennsylvania, bound and described as follows:

Beginning at a point in the centerline of Mt. Royal Boulevard (also known as State Route 4019), 33.0 feet wide, common to lands now or formerly of DCAEC Development Corporation and lands now or formerly of Bernard J. Huber; thence from said point of beginning by the centerline of Mt. Royal Boulevard, N 00° 40' 00" E a distance of 186.15 feet to a point on the line dividing lands now or formerly of DCAEC Development Corporation and lands now or formerly of William J. Doyle; thence by said dividing line and by the line dividing lands now or formerly of said DCAEC Development Corporation and lands now or formerly of Arnold Bauer, lands now or formerly of John Sauer, lands now or formerly of Carl P. Jordan, lands now or formerly of Katherine E. Klein, lands now or formerly of Denny R. Keller, lands now or formerly of Donald R. Courson, lands now or formerly of Thomas A. Kelly, lands now or formerly of William B. Geier, lands now or formerly of Robert W. Buckler, lands now or formerly of Albertha E. Markunas, lands now or formerly of Raymond F. Flory, lands now or formerly of Kenneth P. Pierce, lands now or formerly of Charles A. Love, and lands now or formerly of Jean M. Fabian, due East a distance of 902.09 feet to a point common to lands now or formerly of Jean M. Fabian, lands now or formerly of DCAEC Development Corporation, lands now or formerly of the Allegheny County Industrial Development Authority and Lot No. 1 in the Chapel Ridge Plan of Lots as recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, in Plan Book Volume 65, Pages 113 and 114; thence by the line dividing lands now or formerly of the Allegheny County Industrial Development Authority and Lot Nos. 1 through 5, inclusive, in said Chapel Ridge Plan of Lots N 89° 17' 10" E a distance of 392.85 feet to a point common to said Lot No. 5, lands now or formerly of Kool King Corp. and lands now or formerly of the Allegheny County Industrial Development Authority; thence by the line dividing lands now or formerly of the Allegheny County Industrial Development Authority and lands now or formerly of Kool King Corp. S 00° 33' 10" E a distance of 298.17 feet to the most northeasterly point on the terminus of Myrtle Street, 40.00 feet wide, as shown on the Burchfield Plan of Lots as recorded in said recorder's office in Plan Book

Volume 14, Page 52; thence by the northerly terminus of Myrtle Street and the line dividing lands now or formerly of the Allegheny County Industrial Development Authority and Lot Nos. 499 through 513, inclusive, in said Burchfield Plan of Lots S 89° 41' 50" W a distance of 392.02 feet to a point common to Lot No. 513 in said plan, lands now or formerly of the Allegheny County Industrial Development Authority, and lands now or formerly of DCAEC Development Corporation; thence through said Lot No. 513, being lands now or formerly of DCAEC Development Corporation, S 00° 42' 50" E a distance of 56.03 feet a point common to said Lot No. 513 and lands now or formerly of Mathilda Mau; thence by the line dividing lands now or formerly of Mathilda Mau from Lot Nos. 513 and 514 in said Burchfield Plan of Lots, DCAEC Development Corporation, and other lands now or formerly of DCAEC Development Corporation and partially through East Sutter Road, 30.00 feet wide, N 89° 02' 30" W a distance of 710.52 feet to a point in East Sutter Road on the line dividing lands now or formerly of said DCAEC Development Corporation and lands now or formerly of Bernard J. Huber; thence through East Sutter Road and by said dividing line N 00° 40' 00" E a distance of 150.00 feet to a point; thence continuing by the line dividing lands now or formerly of DCAEC Development Corporation and lands now or formerly of Bernard J. Huber N 89° 02' 30" a distance of 200.00 feet to the centerline of Mt. Royal Boulevard at the point of beginning.

Containing an area of 397,973 square feet, more or less, or 9.14 acres, more or less.

DEHAVEN COURT AT ELFINWILD CONDOMINIUMS

AMENDED DECLARATION (NUMBER TWO) OF THE DEHAVEN
COURT AT ELFINWILD VILLAGE CONDOMINIUMS

EXHIBIT "B"

TITLE MATTERS OF RECORD AFFECTING THE PROPERTY

JUNE 1, 1993

The following matters affect the Condominium Property Land:

1. Right of Way for communication system granted unto the Bell Telephone Co. of Pennsylvania dated August 25, 1987 and recorded in the Office of the Recorder of Deeds of Allegheny County in Deed Book Volume 7635, Page 652.
2. Right of Way for communication system granted unto The Bell Telephone Co. of Pennsylvania, dated December 9, 1977, and recorded in the Office of the Recorder of Deeds of Allegheny County in Deed Book Volume 5902, Page 844.
3. Right of Way granted to Bell Telephone Company of Pennsylvania, dated October 3, 1958 and recorded November 5, 1958 in the Office of the Recorder of Deeds of Allegheny County in Deed Book Volume 3755 page 715.
4. Right of Way granted to Peoples Natural Gas Company, dated November 10, 1958, and recorded in the Office of the Recorder of Deeds of Allegheny County in Deed Book Volume 3757, Page 327.
5. Building and use restrictions set forth in Deed from Chapel Ridge Land Development Corporation to Charles R. Jackson and Stella Jackson, husband and wife, dated September 17, 1958 and recorded in the Office of the Recorder of Deeds of Allegheny County in Deed Book Volume 3752, Page 9.
6. Right of Way for underground electric service into Duquesne Light Company dated June 19, 1992 and recorded in the Office of the Recorder of Deeds of Allegheny County in Deed Book Volume 8789, Page 163.
7. Right of Way for underground natural gas service into Peoples Natural Gas Company dated October 7, 1991 and recorded in the Office of the Recorder of Deeds for Allegheny County in Deed Book Volume 8670, Page 524.

8. **Right of Way Agreement for underground telephone services into Bell of Pennsylvania dated July 31, 1992 and recorded in the Recorder of Deeds of Allegheny in Deed Book Volume 8812, Page 553.**
9. **Conditional Approval for development of the Condominium as a Planned Residential Development by the Township of Shaler on December 12, 1990, as recorded in the Office of the Recorder of Deeds of Allegheny County on April 6, 1992.**
10. **All reservations, covenants, conditions, easements, restrictions, options, rights, exceptions, agreements, limitations of title and all other provisions contained in or incorporated by reference into the Declaration of DeHaven Court at Elfinwild Condominiums, including, exhibits, plats, and plans made a part thereof, dated November 20, 1992 and recorded on December 4, 1992 in the Office of the Recorder of Deeds for Allegheny County in Deed Book 8863 Pages 154 - 209 and in Plan Book 178 Pages 156 - 167, including coal and mining rights, and all rights incident thereto, as heretofore conveyed or reserved by prior instruments of record and also including all rights of way for storm sewers, sanitary sewers, water lines, and roadways as set forth on the recorded Plats and Plans made a part of the Declaration.**
11. **All reservations, covenants, conditions, easements, restrictions, options, rights, exceptions, agreements, limitations of title and all other provisions contained in or incorporated by reference into Amended Declaration Number 1 of DeHaven Court at Elfinwild Condominiums, including, exhibits, plats and plans made a part thereof, dated February 1, 1993 and recorded on February 25, 1993 in Deed Book Volume 8913, Page 395 in the Office of the Recorder of Deeds for Allegheny County, including coal and mining rights, and all rights incident thereto, as heretofore conveyed or reserved by prior instruments of record and also including all rights of way for storm sewers, sanitary sewers, water lines, and roadways as set forth on the recorded Plats and Plans made a part of the Declaration.**
12. **All reservations, covenants, conditions, easements, restrictions, options, rights, exceptions, arguments, limitations of title and all other provisions contained in or incorporated by reference into this Amended Declaration Number 2 of DeHaven Court at Elfinwild Condominiums, including exhibits, plots and plans made a part thereof dated June 1, 1993 to be recorded with the Office of the Recorder of Deeds for Allegheny County, including coal and mineral rights, and all rights incident thereto, as heretofore conveyed or reserved by prior instruments of record and also including all rights of way for storm sewers, sanitary sewers, water lines and roadways as set forth in the recorded Plots and Plans made a part of the Declaration.**

DEHAVEN COURT AT ELFINWILD CONDOMINIUMS

**AMENDED DECLARATION (NUMBER TWO) OF THE DEHAVEN
COURT AT ELFINWILD CONDOMINIUMS**

EXHIBIT "C"

DESCRIPTION OF PHASES I, II AND III OF THE CONDOMINIUM

JUNE 1, 1993

A Site Plan for the Condominiums, dated November, 1992, as prepared by the Gateway Engineers, Inc., is included among the Plats and Plans for the Condominiums attached as Exhibit E to this Declaration.

This Site Plan describes the following three (3) Development Phases for the Condominiums:

1. Phase I - land area containing four (4) quadraplex buildings each containing four (4) individual condominium living units for a total for sixteen (16) individual condominium units; and
2. Phase II - land area containing two (2) elevatored garden apartment buildings each containing fourteen (14) individual condominium living units for a total of twenty-eight (28) individual condominium living units; and the Community Center Building; and a portion of two (2) garages; and
3. Phase III - land area containing one (1) elevatored garden apartment building containing fourteen (14) individual condominium living units and a portion of two (2) garages.

AMENDED DECLARATION (NUMBER TWO) OF THE DEHAVEN
COURT AT ELFINWILD CONDOMINIUMS

EXHIBIT "D"

ALLOCATIONS OF COMMON ELEMENT INTERESTS, COMMON
EXPENSES AND VOTES

<u>UNIT</u>	<u>NAME</u>	<u>Recording Data Deed Book-Page</u>	<u>Percentage of Interest in Com- mon Elements Notes 2 and 3</u>	<u>Percentage of Common Expenses Notes 2 and 3</u>	<u>Votes (Notes 2 and 3)</u>
101	Brunton	8913-383	1/58	1/58	1
102	Graff Trust	8903-27	1/58	1/58	1
103	Tain	8928-484	1/58	1/58	1
104	Meinert	8926-48	1/58	1/58	1
201	Wheland	8880-13	1/58	1/58	1
202	Kay	8873-538	1/58	1/58	1
203	Worrell	8872-316	1/58	1/58	1
204	Pritchard	8909-498	1/58	1/58	1
701	Miller	8875-640	1/58	1/58	1
702	Starr	8891-354	1/58	1/58	1
703	Zbasnik	8885-305	1/58	1/58	1
704	Anderson	8891-366	1/58	1/58	1
801	Amero	8891-323	1/58	1/58	1
802	Hahalyak	8870-554	1/58	1/58	1
803	Leuenberger	8872-312	1/58	1/58	1
804	Naughton	8891-319	1/58	1/58	1
401	Berneburg	8952-593	1/58	1/58	1
402	DCAEC		1/58	1/58	1
403	Cooper	8928-508	1/58	1/58	1
404	Fernald	8932-506	1/58	1/58	1
405	Seitz	8945-163	1/58	1/58	1
406	DCAEC		1/58	1/58	1
407	McGinty	8933-6	1/58	1/58	1
408	Gaugh	8942-146	1/58	1/58	1
409	DCAEC		1/58	1/58	1
410	DCAEC		1/58	1/58	1
411	DCAEC		1/58	1/58	1
412	Frey	8926-57	1/58	1/58	1
413	DCAEC		1/58	1/58	1
414	DCAEC		1/58	1/58	1
501	DCAEC		1/58	1/58	1
502	DCAEC		1/58	1/58	1
503	DCAEC		1/58	1/58	1
504	Rogers	8954-80	1/58	1/58	1
505	Musser	8921-57	1/58	1/58	1
506	DCAEC		1/58	1/58	1

508	Starr	8934-277	1/58	1/58	
509	DCAEC		1/58	1/58	1
510	Auld	8938-495	1/58	1/58	1
511	Dawson	8934-282	1/58	1/58	1
512	Fairman	8926-62	1/58	1/58	1
513	DCAEC		1/58	1/58	1
514	Miller	8926-52	1/58	1/58	1
601	DCAEC		1/58	1/58	1
602	DCAEC		1/58	1/58	1
603	DCAEC		1/58	1/58	1
604	DCAEC		1/58	1/58	1
605	DCAEC		1/58	1/58	1
606	DCAEC		1/58	1/58	1
607	DCAEC		1/58	1/58	1
608	DCAEC		1/58	1/58	1
609	DCAEC		1/58	1/58	1
610	DCAEC		1/58	1/58	1
611	DCAEC		1/58	1/58	1
612	DCAEC		1/58	1/58	1
613	DCAEC		1/58	1/58	1
614	DCAEC		1/58	1/58	1

Notes:

- 1) See Article II Section 2.
- 2) Each individual dwelling unit converted pursuant to the Act will have an identical percentage of interest in the: Common Elements, the Common Expenses and one (1) vote, regardless of the type of unit (i.e., townhome or garden apartment) with the exception of any two individual units commonly owned which have been converted into one (1) living unit (as opposed to two (2) separate individual units) for which the Common Expense shall be equal to the Owner's Expenses for two (2) individual units less the costs included in the Common Expense amounts for water, sewage, and trash removal for one (1) living unit (since such combined residential units do not use additional water, sewage or trash removal services). However, the Owner of such commonly owned two (2) living units converted to one (1) living unit shall be entitled to two (2) votes.
- 3) The Percentage of Interest in both the Common Elements and Common Expenses is determined by dividing one (1), representing each unit, by the total number of units in the Condominiums converted pursuant to the Act.
- 4) Garage Units, although individually owned, do not share in either Percentages of Interests in Common Elements or Percentage of Common Expenses and are not entitled to Votes. However, Garage Units are subject to a separate assessment as described in Article III Section 2.

DEHAVEN COURT AT ELFINWILD CONDOMINIUMS
AMENDED DECLARATION (NUMBER TWO) OF THE DEHAVEN
COURT AT ELFINWILD CONDOMINIUMS

EXHIBIT E

PLATS AND PLANS

JUNE 1, 1993

The Plats and Plans for the Condominiums are the following attached architectural/engineering plans:

1. "Second Amended Declaration Plan" dated May, 1993 as prepared by The Gateway Engineers, Inc.; and
2. "Enlarged Floor Plan - Building 600" (Sheet No. B-5) dated May, 1993 as prepared by James R. Tomlinson, Registered Architect; and
3. "Elevations - Building 600" (Sheet No. B2-G) dated May, 1993, as prepared by James R. Tomlinson, Registered Architect; and
4. "Garages" (Sheet G-1) dated May, 1993, as prepared by James R. Tomlinson, Registered Architect:
5. Unit No. 101 lies in the northwest quadrant of the first (parking level floor of Building 100. The location and dimensions of Unit 101's vertical and horizontal boundaries are as depicted and described in Plan Book 178 at page(s) 158-159, lower left quadrant, and in the Declaration.

Unit No. 102 lies in the northeast quadrant of the first (parking level) floor of Building 100. The location and dimensions of Unit 102's vertical and horizontal boundaries are as depicted and described in Plan Book 178 at page(s) 158-159, upper left quadrant, and in the Declaration.

Unit No. 103 lies in the southwest quadrant of the first (parking level) floor of Building 100. The location and dimensions of Unit 103's vertical and horizontal boundaries are as depicted and described in Plan Book 178 at page(s) 158-159, lower right quadrant, and in the Declaration.

Unit No. 104 lies in the southeast quadrant of the first (parking level) floor of Building 100. The location and dimensions of Unit

Amended
3/9/94

104's vertical and horizontal boundaries are as depicted and described in Plan Book 178 at page(s) 158-159, upper right quadrant, and in the Declaration.

Unit No. 201 lies in the northwest quadrant of the first (parking level) floor of Building 200. The location and dimensions of Unit 201's vertical and horizontal boundaries are as depicted and described in Plan Book 178 at page(s) 160-161, lower left quadrant, and in the Declaration.

Unit No. 202 lies in the northeast quadrant of the first (parking level) floor of Building 200. The location and dimensions of Unit 202's vertical and horizontal boundaries are as depicted and described in Plan Book 178 at page(s) 160-161, upper left quadrant, and in the Declaration.

Unit No. 203 lies in the southwest quadrant of the first (parking level) floor of Building 200. The location and dimensions of Unit 203's vertical and horizontal boundaries are as depicted and described in Plan Book 178 at page(s) 160-161, lower right quadrant, and in the Declaration.

Unit No. 204 lies in the southeast quadrant of the first (parking level) floor of Building 200. The location and dimensions of Unit 204's vertical and horizontal boundaries are as depicted and described in Plan Book 178 at page(s) 160-161, upper right quadrant, and in the Declaration.

Unit No. 701 lies in the northwest quadrant of the first (parking level) floor of Building 700. The location and dimensions of Unit 701's vertical and horizontal boundaries are as depicted and described in Plan Book 178 at page(s) 162-163, lower left quadrant, and in the Declaration.

Unit No. 702 lies in the northeast quadrant of the first (parking level) floor of Building 700. The location and dimensions of Unit 702's vertical and horizontal boundaries are as depicted and described in Plan Book 178 at page(s) 162-163, upper left quadrant, and in the Declaration.

Unit No. 703 lies in the southwest quadrant of the first (parking level) floor of Building 700. The location and dimensions of Unit 703's vertical and horizontal boundaries are as depicted and described in Plan Book 178 at page(s) 162-163, lower right quadrant, and in the Declaration.

Unit No. 704 lies in the southeast quadrant of the first (parking level) floor of Building 700. The location and dimensions of Unit

704's vertical and horizontal boundaries are as depicted and described in Plan Book 178 at page(s) 162-163, upper right quadrant, and in the Declaration.

Unit No. 801 lies in the northwest quadrant of the first (parking level) floor of Building 800. The location and dimensions of Unit 801's vertical and horizontal boundaries are as depicted and described in Plan Book 178 at page(s) 164-165, lower left quadrant, and in the Declaration.

Unit No. 802 lies in the northeast quadrant of the first (parking level) floor of Building 800. The location and dimensions of Unit 802's vertical and horizontal boundaries are as depicted and described in Plan Book 178 at page(s) 164-165, upper left quadrant, and in the Declaration.

Unit No. 803 lies in the southwest quadrant of the first (parking level) floor of Building 800. The location and dimensions of Unit 803's vertical and horizontal boundaries are as depicted and described in Plan Book 178 at page(s) 164-165, lower right quadrant, and in the Declaration.

Unit No. 804 lies in the southeast quadrant of the first (parking level) floor of Building 800. The location and dimensions of Unit 804's vertical and horizontal boundaries are as depicted and described in Plan Book 178 at page(s) 164-165, upper right quadrant, and in the Declaration.

Note: The plans do not reflect changes made by the owners of the units in Buildings 100, 200, 700 and 800.

Unit No. 401 lies in the northeast quadrant of the first (parking level) floor of Building 400. The location and dimensions of Unit 401's vertical and horizontal boundaries are as depicted and described in Plan Book 179 at page(s) 145, lower left quadrant, in Plan Book 179 at page(s) 146, left side, front elevation, (first parking level) floor) and in the Amended Declaration (No. 1).

Unit No. 402 lies in the northwest quadrant of the first (parking level) floor of Building 400. The location and dimensions of Unit 402's vertical and horizontal boundaries are as depicted and described in Plan Book 179 at page(s) 145, lower right quadrant, in Plan Book 179 at page(s) 146, right side, front elevation, (first parking level) floor) and in the Amended Declaration (No. 1).

Unit No. 403 lies in the southeast quadrant of the first (parking level) floor of Building 400. The location and dimensions of Unit 403's vertical and horizontal boundaries are as depicted and

described in Plan Book 179 at page(s) 145, upper left quadrant, in Plan Book 179 at page(s) 146, right side, rear elevation, (first parking level) floor) and in the Amended Declaration (No. 1).

Unit No. 404 lies in the southwest quadrant of the first (parking level) floor of Building 400. The location and dimensions of Unit 404's vertical and horizontal boundaries are as depicted and described in Plan Book 179 at page(s) 145, upper right quadrant, in Plan Book 179 at page(s) 146, left side, rear elevation, (first parking level) floor) and in the Amended Declaration (No. 1).

Unit No. 405 lies in the northeast quadrant of the second floor of Building 400. The location and dimensions of Unit 405's vertical and horizontal boundaries are as depicted and described in Plan Book 179 at page(s) 145, lower left quadrant, in Plan Book 179 at page(s) 146, left side, front elevation, (second floor) and in the Amended Declaration (No. 1).

Unit No. 406 lies in the northwest quadrant of the second floor of Building 400. The location and dimensions of Unit 406's vertical and horizontal boundaries are as depicted and described in Plan Book 179 at page(s) 145, lower right quadrant, in Plan Book 179 at page(s) 146, right side, front elevation, (second floor) and in the Amended Declaration (No. 1).

Unit No. 407 lies in the southeast quadrant of the second floor of Building 400. The location and dimensions of Unit 407's vertical and horizontal boundaries are as depicted and described in Plan Book 179 at page(s) 145, upper left quadrant, in Plan Book 179 at page(s) 146, right side, rear elevation, (second floor) and in the Amended Declaration (No. 1).

Unit No. 408 lies in the southwest quadrant of the second floor of Building 400. The location and dimensions of Unit 408's vertical and horizontal boundaries are as depicted and described in Plan Book 179 at page(s) 145, upper right quadrant, in Plan Book 179 at page(s) 146, left side, rear elevation, (second floor) and in the Amended Declaration (No. 1).

Unit No. 409 lies in the northeast quadrant of the third floor of Building 400. The location and dimensions of Unit 409's vertical and horizontal boundaries are as depicted and described in Plan Book 179 at page(s) 145, lower left quadrant, in Plan Book 179 at page(s) 146, left side, front elevation, (third floor) and in the Amended Declaration (No. 1).

Unit No. 410 lies in the northwest quadrant of the third floor of Building 400. The location and dimensions of Unit 410's vertical and horizontal boundaries are as depicted and described in Plan Book 179 at page(s) 145, lower right quadrant, in Plan Book 179 at page(s) 146, right side, front elevation, (third floor) and in the Amended Declaration (No. 1).

Unit No. 411 lies in the southeast quadrant of the third floor of Building 400. The location and dimensions of Unit 411's vertical and horizontal boundaries are as depicted and described in Plan Book 179 at page(s) 145, upper left quadrant, in Plan Book 179 at page(s) 146, right side, rear elevation, (third floor) and in the Amended Declaration (No. 1).

Unit No. 412 lies in the southwest quadrant of the third floor of Building 400. The location and dimensions of Unit 412's vertical and horizontal boundaries are as depicted and described in Plan Book 179 at page(s) 145, upper right quadrant, in Plan Book 179 at page(s) 146, left side, rear elevation, (third floor) and in the Amended Declaration (No. 1).

Unit No. 413 lies in the southeast quadrant of the ground (basement level) floor of Building 400. The location and dimensions of Unit 413's vertical and horizontal boundaries are as depicted and described in Plan Book 179 at page(s) 145, upper left quadrant, in Plan Book 179 at page(s) 146, right side, rear elevation, (ground(basement level)floor) and in the Amended Declaration (No. 1).

Unit No. 414 lies in the southwest quadrant of the ground (basement level) floor of Building 400. The location and dimensions of Unit 414's vertical and horizontal boundaries are as depicted and described in Plan Book 179 at page(s) 145, upper right quadrant, in Plan Book 179 at page(s) 146, left side, rear elevation, (ground(basement level)floor) and in the Amended Declaration (No. 1).

Unit No. 501 lies in the northeast quadrant of the first (parking level) floor of Building 500. The location and dimensions of Unit 501's vertical and horizontal boundaries are as depicted and described in Plan Book 179 at page(s) 144, lower left quadrant, in Plan Book 179 at page(s) 147, left side, front elevation, (first parking level) floor) and in the Amended Declaration (No. 1).

Unit No. 502 lies in the northwest quadrant of the first (parking level) floor of Building 500. The location and dimensions of Unit 502's vertical and horizontal boundaries are as depicted and described in Plan Book 179 at page(s) 144, lower right quadrant,

in Plan Book 179 at page(s) 147, right side, front elevation, (first parking level) floor) and in the Amended Declaration (No. 1).

Unit No. 503 lies in the southeast quadrant of the first (parking level) floor of Building 500. The location and dimensions of Unit 503's vertical and horizontal boundaries are as depicted and described in Plan Book 179 at page(s) 144, upper left quadrant, in Plan Book 179 at page(s) 147, right side, rear elevation, (first parking level) floor) and in the Amended Declaration (No. 1).

Unit No. 504 lies in the southwest quadrant of the first (parking level) floor of Building 500. The location and dimensions of Unit 504's vertical and horizontal boundaries are as depicted and described in Plan Book 179 at page(s) 144, upper right quadrant, in Plan Book 179 at page(s) 147, left side, rear elevation, (first parking level) floor) and in the Amended Declaration (No. 1).

Unit No. 505 lies in the northeast quadrant of the second floor of Building 500. The location and dimensions of Unit 505's vertical and horizontal boundaries are as depicted and described in Plan Book 179 at page(s) 144, lower left quadrant, in Plan Book 179 at page(s) 147, left side, front elevation, (second floor) and in the Amended Declaration (No. 1).

Unit No. 506 lies in the northwest quadrant of the second floor of Building 500. The location and dimensions of Unit 506's vertical and horizontal boundaries are as depicted and described in Plan Book 179 at page(s) 144, lower right quadrant, in Plan Book 179 at page(s) 147, right side, front elevation, (second floor) and in the Amended Declaration (No. 1).

Unit No. 507 lies in the southeast quadrant of the second floor of Building 500. The location and dimensions of Unit 507's vertical and horizontal boundaries are as depicted and described in Plan Book 179 at page(s) 144, upper left quadrant, in Plan Book 179 at page(s) 147, right side, rear elevation, (second floor) and in the Amended Declaration (No. 1).

Unit No. 508 lies in the southwest quadrant of the second floor of Building 500. The location and dimensions of Unit 508's vertical and horizontal boundaries are as depicted and described in Plan Book 179 at page(s) 144, upper right quadrant, in Plan Book 179 at page(s) 147, left side, rear elevation, (second floor) and in the Amended Declaration (No. 1).

Unit No. 509 lies in the northeast quadrant of the third floor of Building 500. The location and dimensions of Unit 509's vertical and horizontal boundaries are as depicted and described in Plan Book 179 at page(s) 144, lower left quadrant, in Plan Book 179 at page(s) 147, left side, front elevation, (third floor) and in the Amended Declaration (No. 1).

Unit No. 510 lies in the northwest quadrant of the third floor of Building 500. The location and dimensions of Unit 510's vertical and horizontal boundaries are as depicted and described in Plan Book 179 at page(s) 144, lower right quadrant, in Plan Book 179 at page(s) 147, right side, front elevation, (third floor) and in the Amended Declaration (No. 1).

Unit No. 511 lies in the southeast quadrant of the third floor of Building 500. The location and dimensions of Unit 411's vertical and horizontal boundaries are as depicted and described in Plan Book 179 at page(s) 144, upper left quadrant, in Plan Book 179 at page(s) 147, right side, rear elevation, (third floor) and in the Amended Declaration (No. 1).

Unit No. 512 lies in the southwest quadrant of the third floor of Building 500. The location and dimensions of Unit 412's vertical and horizontal boundaries are as depicted and described in Plan Book 179 at page(s) 144, upper right quadrant, in Plan Book 179 at page(s) 147, left side, rear elevation, (third floor) and in the Amended Declaration (No. 1).

Unit No. 513 lies in the southeast quadrant of the ground (basement level) floor of Building 500. The location and dimensions of Unit 513's vertical and horizontal boundaries are as depicted and described in Plan Book 179 at page(s) 144, upper left quadrant, in Plan Book 179 at page(s) 147, right side, rear elevation, (ground(basement level)floor) and in the Amended Declaration (No. 1).

Unit No. 514 lies in the southwest quadrant of the ground (basement level) floor of Building 500. The location and dimensions of Unit 514's vertical and horizontal boundaries are as depicted and described in Plan Book 179 at page(s) 144, upper right quadrant, in Plan Book 179 at page(s) 147, left side, rear elevation, (ground(basement level)floor) and in the Amended Declaration (No. 1).

Unit No. 601 lies in the northwest quadrant of the first (parking level) floor of Building 600. The location and dimensions of Unit 601's vertical and horizontal boundaries are as depicted and described in Plan Book 181 at page(s) 185-186, lower left

quadrant, in Plan Book 181 at page(s) 187-188, left side, front elevation, (first parking level) floor) and in the Amended Declaration (No. 2).

Unit No. 602 lies in the southwest quadrant of the first (parking level) floor of Building 600. The location and dimensions of Unit 602's vertical and horizontal boundaries are as depicted and described in Plan Book 181 at page(s) 185-186, lower right quadrant, in Plan Book 181 at page(s) 187-188, right side, front elevation, (first parking level) floor) and in the Amended Declaration (No. 2).

Unit No. 603 lies in the northeast quadrant of the first (parking level) floor of Building 600. The location and dimensions of Unit 603's vertical and horizontal boundaries are as depicted and described in Plan Book 181 at page(s) 185-186, upper left quadrant, in Plan Book 181 at page(s) 187-188, right side, rear elevation, (first parking level) floor) and in the Amended Declaration (No. 2).

Unit No. 604 lies in the southeast quadrant of the first (parking level) floor of Building 600. The location and dimensions of Unit 604's vertical and horizontal boundaries are as depicted and described in Plan Book 181 at page(s) 185-186, upper right quadrant, in Plan Book 181 at page(s) 187-188, left side, rear elevation, (first parking level) floor) and in the Amended Declaration (No. 2).

Unit No. 605 lies in the northwest quadrant of the second floor of Building 600. The location and dimensions of Unit 605's vertical and horizontal boundaries are as depicted and described in Plan Book 181 at page(s) 185-186, lower left quadrant, in Plan Book 181 at page(s) 187-188, left side, front elevation, (second floor) and in the Amended Declaration (No. 2).

Unit No. 606 lies in the southwest quadrant of the second floor of Building 600. The location and dimensions of Unit 606's vertical and horizontal boundaries are as depicted and described in Plan Book 181 at page(s) 185-186, lower right quadrant, in Plan Book 181 at page(s) 187-188, right side, front elevation, (second floor) and in the Amended Declaration (No. 2).

Unit No. 607 lies in the northeast quadrant of the second floor of Building 600. The location and dimensions of Unit 607's vertical and horizontal boundaries are as depicted and described in Plan Book 181 at page(s) 185-186, upper left quadrant, in Plan Book 181 at page(s) 187-188, right side, rear elevation, (second floor)

and in the Amended Declaration (No. 2).

Unit No. 608 lies in the southeast quadrant of the second floor of Building 600. The location and dimensions of Unit 608's vertical and horizontal boundaries are as depicted and described in Plan Book 181 at page(s) 185-186, upper right quadrant, in Plan Book 181 at page(s) 187-188, left side, rear elevation, (second floor) and in the Amended Declaration (No. 2).

Unit No. 609 lies in the northwest quadrant of the third floor of Building 600. The location and dimensions of Unit 609's vertical and horizontal boundaries are as depicted and described in Plan Book 181 at page(s) 185-186, lower left quadrant, in Plan Book 181 at page(s) 187-188, left side, front elevation, (third floor) and in the Amended Declaration (No. 2).

Unit No. 610 lies in the southwest quadrant of the third floor of Building 600. The location and dimensions of Unit 610's vertical and horizontal boundaries are as depicted and described in Plan Book 181 at page(s) 185-186, lower right quadrant, in Plan Book 181 at page(s) 187-188, right side, front elevation, (third floor) and in the Amended Declaration (No. 2).

Unit No. 611 lies in the northeast quadrant of the third floor of Building 600. The location and dimensions of Unit 611's vertical and horizontal boundaries are as depicted and described in Plan Book 181 at page(s) 185-186, upper left quadrant, in Plan Book 181 at page(s) 187-188, right side, rear elevation, (third floor) and in the Amended Declaration (No. 2).

Unit No. 612 lies in the southeast quadrant of the third floor of Building 600. The location and dimensions of Unit 612's vertical and horizontal boundaries are as depicted and described in Plan Book 181 at page(s) 185-186, upper right quadrant, in Plan Book 181 at page(s) 187-188, left side, rear elevation, (third floor) and in the Amended Declaration (No. 2).

Unit No. 613 lies in the northeast quadrant of the ground (basement level) floor of Building 600. The location and dimensions of Unit 613's vertical and horizontal boundaries are as depicted and described in Plan Book 181 at page(s) 185-186, upper left quadrant, in Plan Book 181 at page(s) 187-188, right side, rear elevation, (ground(basement level)floor) and in the Amended Declaration (No. 2).

Unit No. 614 lies in the southeast quadrant of the ground (basement level) floor of Building 600. The location and

dimensions of Unit 614's vertical and horizontal boundaries are as depicted and described in Plan Book 181 at page(s) 185-186, upper right quadrant, in Plan Book 181 at page(s) 187-188, left side, rear elevation, (ground(basement level)floor) and in the Amended Declaration (No. 2).

NOTE: The vertical and horizontal unit boundaries of Units 401 - 414, 501 - 514 and 601 - 614 are identical. However, the plans do not reflect changes made by individual unit owners within the horizontal and vertical boundaries of their units nor the combining of Unit 609 and Unit 611.

NOTE: The vertical and horizontal boundaries of the two Garage Units are as depicted and described in Plan Book 181 at page(s) 183-184 and 189-190, and in the Amended Declaration (No. 2).

The undersigned, James R. Tomlinson, a Registered Architect, Pennsylvania License Number EX4981, maintaining a place of business at 1321 McLaughlin Run Road, Upper St. Clair Township, Allegheny County, Pennsylvania 15241 hereby certifies that the above-referenced Plats and/or Plans accurately depict all existing conditions for all buildings containing or comprising units and the garages in the DeHaven Court at Elfinwild Condominiums located at 601-614 DeHaven Court, Township of Shaler, Allegheny County, Pennsylvania and contain all information required by Section 3210 of the Pennsylvania Uniform Condominium Act as amended.

The undersigned, James R. Tomlinson, further certifies that the structural components and all mechanical systems contained in the above described DeHaven Court at Elfinwild Condominium buildings are substantially completed and in accordance with all applicable codes in accordance with Section 3201 of the Pennsylvania Uniform Condominium Act as amended.

WITNESS:

June 1, 1993

James R. Tomlinson, Registered
Architect - June 1, 1993

DEHAVEN COURT AT ELFINWILD CONDOMINIUMS

**AMENDED DECLARATION (NUMBER TWO) OF THE DEHAVEN
COURT AT ELFINWILD CONDOMINIUMS**

EXHIBIT "F"

**BY-LAWS OF THE DEHAVEN COURT AT ELFINWILD CONDOMINIUM
ASSOCIATION**

JUNE 1, 1993

A copy of the By-Laws of the DeHaven Court at Elfinwild Condominium Association in effect as of June 1, 1993, is attached.