

DECLARATION OF CONDOMINIUM

For

HIDDEN RIDGE CONDOMINIUM

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ARTICLE I

SUBMISSION: DEFINED TERMS

Section 1.1. Declarant; Property; County; Name. Scioto Construction Company, a Pennsylvania corporation (the "Declarant"), owner in fee simple of the real estate situate in South Park, Allegheny County, Pennsylvania and more fully described on Exhibit A attached hereto, hereby submits the real estate described on Exhibit A attached hereto together with and including all easements, rights and appurtenances thereunto belonging and the buildings and improvements erected or to be erected thereon (collectively, the "Property") to the provisions of the Pennsylvania Uniform Condominium Act, 68 PA C.S. Section 3101 g. (the "Act"), and hereby creates with respect to the Property a condominium, to be known as "Hidden Ridge Condominium" (the "Condominium"). (Plan Book Vol. 242 Pages 68 to 80)

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

a. Fifteen (15) foot easement for Catfish Run Trunk Sewer obtained by Snowden Township by condemnation at No. 3650 October Term 1957 in the Court of Common Pleas of Allegheny County, Pennsylvania.

b. Rights under Deed respecting a fifteen (15) foot sanitary sewer easement through the within described tract and as more fully described in Deed from Cool Springs, Inc. to Pleasant Valley Land Company and recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, in Deed Book Volume 5108, page 4.

c. Declaration of Covenants recorded June 4, 2002, at Deed Book Volume 11365, page 349.

d. All matters set forth in the Wallace Road Condominium Plan recorded June 4, 2002, at Plan Book Volume 235, page 91.

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

f. A bike path easement to be granted by Declarant to the Montour Trail Council.

Section 1.3. Defined Terms.

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

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

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

b. "Condominium" Hidden Ridge Condominium as described in Section 1.1 above.

c. "Declarant" means the Declarant described in Section 1.1 above.

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

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

f. "Plats and Plans" means the Plats and Plans for the Condominium being recorded contemporaneously herewith in the Butler County Recorder of Deeds Office as the same may be amended from time to time.

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

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

a. "Building(s)" means any structure erected on the Property.

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

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

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

e. "Mortgagee" means the holder of a first mortgage encumbering any Unit in the Condominium.

## ARTICLE II

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

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

Section 2.2. Percentage Interests. The Condominium may ultimately consist of one hundred eighty-one (181) Units. Each Unit shall have an equal undivided ownership interest in the Common Elements ("the Percentage Interest"). The Percentage Interest shall determine the share of Common Expense Liability appurtenant to each Unit. The Percentage Interest shall be the decimal equivalent of a fraction, the numerator of which shall be one (1) and the denominator of which shall be the actual number of Units for which certificates of occupancy have been issued by South Park Township, as of the time of determining the Percentage Interest. Each Unit shall be entitled to one (1) vote in the affairs of the Association.

Section 2.3. Unit Boundaries.

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

B. Each Unit shall also include:

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

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

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

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

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

(vi) Bathroom and kitchen exhaust grills and registers.

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

(viii) Wires, cables, conduits, circuits and related equipment transmitting electricity for lighting and power or transmitting electrical signals (except to the extent otherwise specifically provided herein), which serve only such Unit and which are located entirely within the boundaries of such Unit.

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

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

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

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

(xiii) Any basement, terrace or similar feature benefiting only such Unit.

Section 2.4. Maintenance Responsibilities.

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

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

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

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

Section 2.5. Relocation of Unit Boundaries; Subdivision and Conversion of Units: Relocation of boundaries between Units will be permitted, subject to compliance with the provisions therefore of Section 3214 of the Act. The maximum number of Units that may exist at the Condominium is set forth in Section 2.1, above. No Unit may be subdivided or converted so as to cause the number of Units specified in Section 2.1, above, to be exceeded. In no event, may Unit Owners may not subdivide or convert Units after the initial purchase from Declarant.

ARTICLE III

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

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

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

(ii) The foundations, structural parts, supports, walls, separating Units from other Units, or from Common Elements and all roofs (which are not balconies) of any Building containing a Unit;

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

(iv) All apparatus and installations existing for common use including exterior building improvements;

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

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

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

Section 3.2. Limited Common Elements. Limited Common Elements are so identified on the Plats and Plans and are allocated to each Unit as shown on the Plats and Plans. The Unit to which any particular Limited Common Element is allocated shall be responsible for all expenses associated with that Limited Common Element. Whether or not so shown on the Plats and Plans, any garage shall be treated as a Limited Common Element and the Association may assess additional charges against any owner of a garage for the maintenance and upkeep thereof.

ARTICLE IV

EASEMENTS

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

a. Declarant's Use for Sales Purposes. Declarant shall have the right to maintain a sales office or model in any Unit title to which is held by Declarant.

b. Utility Easements. The Units and Common Elements shall be, and are hereby made subject to easements in favor of the Declarant, the Association, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. Notwithstanding the foregoing provisions of this Section, unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant, or so as not to materially interfere with the use or occupancy of the Unit by its occupants.

c. Construction Easement. The Declarant shall have an easement through the Common Elements for access or any other purposes necessary to complete construction of any Unit or for any renovations or other work to be performed by the Declarant.

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



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

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

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

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

(iv) Wherever in this Declaration and the Plats and Plans a boundary of a Unit is described as being the Unit-side surface of a designated portion of the Property, or the plane formed thereby, an easement exists in favor of the Unit Owner for the purposes of decorating such surfaces and affixing thereto and removing therefrom flooring and floor coverings, wall board, paint, wallpaper, other decorative material, pictures, mirrors, fixtures, wall systems and decorative articles, all at the sole cost, expense and liability of the Unit Owner of such Unit. It is understood and agreed that the Association, acting on behalf of all Unit Owners, shall at all times while this Declaration is in effect retain the right and duty to maintain, repair, improve and/or replace the portions of the Property of which said surfaces are a part, notwithstanding the fact that such maintenance, repair, improvement or replacement may temporarily adversely affect the Unit Owner's aforesaid easement and right to use the Unit-side surface of such portion of the Property.

## ARTICLE V

### AMENDMENT OF DECLARATION

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

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

Section 5.3. Other Amendments. If any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provision of this Declaration or the Plats and Plans which is defective or inconsistent with any other provision hereof or appearing or failing to appear in the Plats and Plans which is incorrect, defective or similarly inconsistent, or if such amendment is necessary to conform to then current requirements of the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with respect to Condominium projects, the Executive Board may, at any time and from time to time effect such amendment without the approval of the Unit Owners or to that effect Mortgagees, upon receipt by the Executive Board of an opinion from an independent registered architect or licensed professional engineer in the case of any such amendment to the Plats and Plans or an opinion from independent counsel to the effect that the proposed amendment is permitted by Section 3219(f) of the Act. Each such amendment shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due adoption, execution and acknowledgment by one or more officers of the Executive Board.

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

ARTICLE VI

USE RESTRICTIONS

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

- a. Units shall be used only as a residence for a single Family.
- b. No industry, business, trade, occupation or profession of any kind shall be conducted, maintained, or permitted on any part of the Property.
- c. There shall be no obstruction or alteration of the Common Elements nor shall anything be stored in or on the Common Elements without the prior consent of the Executive Board.
- d. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Property, or contents thereof, without the prior written consent of the Executive Board and the written agreement of the Unit Owner of such Unit to bear the full amount of such increase. No Unit Owner shall permit anything to be done or kept in his or her Unit or in the Common Elements which will violate any law, statute, ordinance or regulation of any governmental body or which will result in the cancellation of any insurance maintained by the Executive Board. No waste shall be committed in the Common Elements.
- e. No person shall create a nuisance on the Property or engage in any use or practice which interferes with the peaceful possession or proper use of any of the Units or of the Common Elements.
- f. No Unit Owner, shall (i) make any installation which extends beyond the boundaries of the Unit Owner's Unit, nor install any window air conditioners, exhaust fans or any other item which protrudes through a window serving a Unit, nor shall any structure, addition, shade, curtain, blind, awning, screen, canopy, shutter or antenna be placed or maintained upon any exterior door, window or any outside wall of any Building without the prior written consent of the Executive Board which shall not be unreasonably withheld; or (ii) Paint or otherwise alter the structure, form or appearance of the exterior portion of any wall, window, door or other portion of the Property which is visible from outside of such Unit.
- g. The Property is to be maintained in a clean and sanitary condition and no Unit Owner is to place any garbage, trash or rubbish in the Common Elements or permit any unsightly condition to exist therein or thereon except as expressly provided for.

h. Not more than one household pet may be kept by a Unit Owner in any Unit, provided (i) that such animals are not kept for any commercial purposes, (ii) they are kept in strict accordance with any Rules and Regulations relating to household pets from time to time adopted or approved by the Executive Board and (iii) do not in the judgment of the Executive Board constitute a nuisance to others. All dogs and cats must be kept on leashes when outside a Unit. No other animals are permitted in the Units or on the Property.

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

Section 6.2. Rules and Regulations. Reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property, may be promulgated from time to time by the Executive Board, subject to the right of the Association to change such Rules and Regulations. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such Rules and Regulations or any amendments thereto.

Section 6.3. Powers of the Executive Board to Enforce. The Executive Board shall have the power to enforce the above restrictions and the Rules and Regulations on behalf of the Association as it may deem to be reasonably necessary or desirable, and shall have the right to bring actions at law or in equity to enforce any matter contained in the Condominium Documents.

## ARTICLE VII

### MORTGAGES

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

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

- a. Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Executive Board to the Owner of the Unit covered by the mortgage;
- b. Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Unit Owners;
- c. Copies of notices of meetings of the Unit Owners and the right to designate a representative to attend such meetings;
- d. Notice of the decision of the Unit Owners to make any material amendment to this Declaration;
- e. Notice of substantial damage to or destruction of any Unit (the repair of which would cost in excess of \$1,000) or any part of the Common Elements (the repair of which would cost in excess of \$10,000);
- f. Notices of the commencement of any condemnation or eminent domain proceedings with respect to part of the Property;
- g. Notice of any default by the Owner of the Unit which is subject to the Mortgage, where such default is not cured by the Unit Owner within thirty (30) days after the giving of notice by the Association to the Unit Owner of the existence of the default;
- h. Notice of any decision by the Executive Board to terminate professional management and assume self-management of the Property.

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

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

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

Section 7.4. Existing Mortgages. The Property is currently subject to a mortgage in favor of Provident Bank as the same may be amended from time to time. All Units conveyed to Unit Owners together with the Percentage Interests in the Common Elements apportioned to such Units will be released from the lien of the Provident Bank Mortgage at or before the time of the conveyance. For purposes of this Declaration, Provident Bank shall be entitled to all the rights and privileges granted Mortgagees generally under this Declaration, provided, however, such shall not be construed to be a limitation on the Provident Bank Mortgage or any specific rights granted Provident Bank under this Declaration. In the event that Provident Bank shall obtain title to any Unit prior to the sale thereof by Declarant by the exercise of any rights or remedies contained in the Provident Bank Mortgage, then Provident Bank shall also succeed, at its option, to all or some of the rights of Declarant hereunder or under the By-Laws or the Act, as provided in Section 3304 of the Act with respect to the transfer of Special Declarant Rights.

## ARTICLE VIII

### LEASING

Section 8.1. Leasing. A Unit Owner may lease or sublease his or her Unit; provided, however, (1) no Unit may be leased or subleased for transient or hotel purposes or for a term of less than six (6) months; (2) no Unit may be leased or subleased without a written lease or sublease; (3) a copy of such lease or sublease shall be furnished to the Executive Board within ten (10) days after execution thereof; and (4) a breach of the Declaration, By-Laws or Rules and Regulations of the Condominium shall constitute a default under the lease or sublease and the lessee or sublessee shall be bound by and subject to the Declaration, By-Laws and Rules and Regulations of the Condominium. In the event that Provident Bank shall obtain title to any Unit, prior to the sale thereof by Declarant, by the exercise of any rights or remedies contained in the Provident Bank Mortgage, then the terms and conditions of this Article VIII shall not apply to the leasing of any such Unit by Provident Bank. Without limiting Section 11.03, below, no lease of a Unit shall relieve the Unit Owner of any of the Unit Owner's obligations and liabilities under this Declaration or the Act, including but not limited to the payment of Common Expense assessments.

## ARTICLE IX

### BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

Section 9.1. Monthly Payments. All Common Expense assessments made in order to meet the requirements of the Association's annual budget shall be deemed to be adopted and assessed on a monthly basis (rather than on an annual basis payable in monthly installments) and shall be due and payable in advance on the first day of each month. Special assessments shall be due and payable in advance on the first day of each month. Special assessments shall be due and payable in one or more monthly payments, in advance, on the first day of each month, as determined by the Executive Board.

Section 9.2. Subordination of Certain Charges. Any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to Sections 3302 (a)(10), (11) and (12) of the Act, shall be subordinate to the lien of a Permitted Mortgage on a Unit.

Section 9.3. Surplus. Any amounts accumulated from assessments for General Common Expenses in excess of the amount required for actual General Common Expenses and reserves for future General Common Expenses shall be credited to each Unit Owner in accordance with Percentage Interests, said credits to be applied to the next monthly assessments of General Common Expenses due from said Unit Owners under the current fiscal year's budget, and thereafter, until exhausted.

## ARTICLE X

### DECLARANT'S RIGHTS

Section 10.1 Control. Subject to Section 3303 of the Act, Declarant shall have the right to be represented on the Executive Board and to cast the votes allocated to any Unit owned by Declarant.

## ARTICLE XI

### LIMITATION OF LIABILITY

Section 11.1. Limited Liability of the Executive Board. Except as provided to the contrary in Section 3303(a) of the Act, the Association, the members of the Association, the Executive Board, and its members, officers and employees:

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

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

c. Shall not be liable to a Unit Owner, or such Unit Owner's tenants, employees, agents, customers or guests, for loss of damage caused by theft of or damage to personal property left by such Unit Owner or his or her tenants, employees,

agents, customers or guests in a Unit, or in or on the Common Elements or Limited Common Elements, except for the Executive Board members' own willful misconduct or gross negligence;

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

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

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

Section 11.2. Indemnification. Each member of the Executive Board, in his or her capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including reasonable attorney fees, incurred by or imposed upon him or her in connection with any proceeding in which he or she may become involved by reason of his or her being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he or she is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases where such Executive Board member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his or her duties; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he or she is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his or her conduct was unlawful. The indemnification by the Unit Owners set forth in this Section shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

Section 11.3. Joint and Several Liability of Unit Owners and Lessees. Each Unit Owner shall be jointly and severally liable with any lessees of the Unit owned by such Unit Owner for all liabilities arising out of the ownership, occupancy, use, misuse or condition of such Unit or any portion of the Common Elements.



ARTICLE XII

INSURANCE

Section 12.1. Types and Amounts. The Association shall obtain the following types and amounts of insurance (but in all events all insurance required by Section 3312 of the Act or the Federal National Mortgage Association):

(a) Hazard insurance, with an endorsement for extended coverage, or such other fire and casualty insurance as the Association may determine which provides equal or greater protection for the Unit Owners and Mortgagees, if any, in each case complying with the applicable requirements of Section 12.2 hereof. Such hazard insurance shall, if and to the extent reasonably available, provide coverage of all portions of the Property outside of the Units and any Common Elements and Limited Common Elements located within any Unit and the betterments and improvements thereto. Such hazard insurance shall insure against all risks of direct physical loss commonly insured against, including, without limitation, fire, vandalism, malicious mischief, wind, storm and water damage, and the costs of demolition and debris removal. If such hazard insurance becomes unavailable in the future, the Association shall obtain such comparable insurance as is then available. The amount of any such hazard insurance obtained pursuant to this Section 12.1 shall be reviewed annually by the Association, and shall be equal to the greater of the actual cash value of the property insured or the full insurance replacement value of the Common Elements and Limited Common Elements, without deduction for depreciation (i.e., one hundred (100%) percent of current "replacement cost" exclusive of land, foundation, excavation and other items normally excluded from coverage), with an "agreed amount endorsement" or its equivalent, if available, or an "inflation guard endorsement", if available. Such hazard insurance policy may, at the option of the Association, contain a "deductible" provision in an amount to be determined by the Association but not to exceed Five Thousand (\$5,000.00) Dollars. The proceeds of such policy shall be payable to the Association and disbursed in accordance with §3312 of the Act. Such hazard insurance policy may include a separate "loss payable endorsement" in favor of a Mortgagee modified to make the loss payable provisions in favor of such Mortgagee subject and subordinate to the loss payable provisions in favor of the Association.

(b) Comprehensive liability insurance, complying with the requirements of Section 12.2 hereof, insuring the Unit Owners, in their capacity as owners of the Common Elements and Limited Common Elements and as Association members, against any liability to the public or to other Unit Owners, their tenants, invitees or licensees, relating in any way to the ownership and/or use of the Common Elements and Limited Common Elements or any part thereof. Such insurance policy shall contain a "severability of interest endorsement" or equivalent coverage which precludes the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or any Unit Owner. The scope and amount of coverage of all liability insurance policies shall be reviewed annually by the Association and may be changed in its discretion provided that such shall continue to comply with the requirements of this Section 12.1(b) and Section 12.2 hereof.

Section 12.2. Required Provisions. Insurance obtained by the Association shall contain those provisions required by Section 3312(c) of the Act as well as the following provisions:

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

(b) All policies shall be written with a company licensed to do business in the Commonwealth of Pennsylvania and for the hazard insurance policy - described in Section 12.1(a) hereof, such company must hold a rating of Class B+ - VI or better by Best's Insurance Reports or by an equivalent rating bureau should Best's Insurance Reports cease to be issued.

(c) Exclusive authority to adjust losses under policies hereafter in force on the Property shall be vested in the Association or its authorized representative.

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

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

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

“The Hidden Ridge Condominium Unit Owners Association for the use and benefit of the individual owners of the Condominium Units contained in Hidden Ridge Condominium.”

Section 12.3 Costs. The Association shall assess all insurance costs in proportion to risk as required by Section 3314(c)(3) of the Act.

ARTICLE XIII

MISCELLANEOUS

Section 13.1. Interpretation. The provisions of this Declaration shall be liberally construed in order to effectuate Declarant's desire to create a uniform plan for development and operation of the Property and the Plan. The headings preceding the various paragraphs of this Declaration are intended solely for the convenience of readers of this Declaration and shall have no effect on the meaning or interpretation of any provision hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the case may be.

Section 13.2. Applicability of Condominium Documents. Each present and future owner, tenant, occupant and mortgagee of a Unit shall be subject to and shall comply with the provisions of the Act, the Condominium Documents and the covenants, conditions and restrictions set forth in the deed to such Unit; provided that nothing contained herein shall impose upon any lessee or Mortgagee any obligation which the Act and/or one or more of the Condominium Documents make applicable only to Unit Owners. The acceptance of a deed or mortgage to any Unit, or the entering into a lease or the occupancy of any Unit shall constitute an agreement that the provisions of the Act, the Condominium Documents and the covenants, conditions and restrictions set forth in Section 1.2 hereof and in the deed to such Unit are accepted and ratified by such grantee, mortgagee or lessee. All of such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

Section 13.3. Eminent Domain. In the event that all or any portion of the Property is acquired by any governmental entity pursuant to the exercise of the power of eminent domain, then the Association shall represent all Unit Owners in any proceedings, negotiations, settlements or agreements with respect to such condemnation. By acceptance of a deed for any Unit, each Unit owner shall be conclusively presumed to have appointed the Association his or her attorney-in-fact for all matters concerning condemnation of all or any portion of the Property. Any proceeds or damages paid to the Association pursuant to any condemnation shall be disposed of pursuant to Section 3107 of the Act.

Section 13.4. Mechanics' Liens. Any mechanics' liens arising as a result of repairs to or improvements of a Unit by or on behalf of any Unit Owner shall be liens only against such Unit and shall be paid by the Unit Owner of such Unit. Except as expressly set forth herein to the contrary, any mechanics' liens arising as a result of repairs to or improvements of the Common Elements, if authorized in writing pursuant to a duly adopted resolution of the Association, shall be paid by the Association and shall be a Common Expense.

Section 13.5. Transfer Fees. In order to supplement the Association's reserves, each Unit Owner shall, upon the sale of his or her Unit to a third party, pay to the Association a transfer fee in accordance with the following schedule: if closing on the sale occurs prior to December 31, 2010 - \$500; if closing on the sale occurs after January 1, 2011 but prior to December 31, 2020 - \$750; if closing on the sale occurs after January 1, 2021 - \$1,000. For purposes hereof, a "sale" shall be any conveyance of a Unit for which Pennsylvania Realty Transfer Tax is payable.

Section 13.6. Enforcement. The Association (and Declarant so long as Declarant is a Unit Owner), shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Condominium Documents. Failure by the Association or Declarant to so enforce shall in no event be deemed a waiver of the right to do so thereafter. Any right or power vested in the Association hereunder shall be deemed to be vested in the Executive Board unless expressly stated to the contrary or otherwise required by the Act.

Section 13.7. Arbitration. To the extent permitted by the Act, any controversy or dispute involving the interpretation of this Declaration shall be settled by an arbitrator, in Pittsburgh, Pennsylvania in accordance with the Commercial Rules of Arbitration then followed by the American Arbitration Association, or any successor to the functions thereof. The arbitrator shall have the right and authority to determine how its decision or determination as to each issue or matter in dispute may be implemented or enforced. Any decision or award of the arbitrator shall be final and conclusive on the Unit Owners and may be entered in and enforced by any Court having jurisdiction thereof. There shall be no appeal from any decision or award of the arbitrator other than for gross negligence or willful misconduct.

Section 13.8. Effective Date: Severability. This Declaration shall become effective when it and the Plats and Plans have been recorded. In the event that any provision of this Declaration or of any other Condominium Document is determined to be invalid or unenforceable, it shall be considered severed and shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of the Condominium Documents and, in such event, all of the other provisions of the Condominium Documents shall continue in full force and effect as if such invalid provision had never been included herein. In the event of any conflict between the Condominium Documents and the Act, the Act shall control except in those instance where the Act by its terms permits variations.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be duly executed on this day 25 of April, 2003.

ATTEST

SCIOTO CONSTRUCTION COMPANY, a  
Pennsylvania corporation

Cindie S. Rankin

By: *P. Ronald Sabatino* /

Name: P. Ronald Sabatino

Title: President

as originally signed and recorded

STATE OF OHIO                                    ]  
  ] SS:  
COUNTY OF FRANKLIN                        ]

On this day 25 day of April A.D., 2003, before me, a Notary Public, the undersigned officer, personally appeared R. Ronald Sabatino, President of SCIOTO CONSTRUCTION COMPANY, a Pennsylvania corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same as President of SCIOTO CONSTRUCTION COMPANY for the purposes therein contained.

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

Donna J. Hissrich  
Notary Public

MY COMMISSION EXPIRES:

03/07/08

Sealed, signed as originally recorded

EXHIBIT "A"

ALL that certain lot or piece of ground situate in the Township of South Park of Allegheny, and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the centerline of Wallace Road, said point being the common corner of land herein described and land now or formerly of George Handel, et ux., et al.; thence from said point of beginning along the said centerline of Wallace Road the following courses and distances: South 78 degrees 00' East a distance of 106 feet to a point of tangency; thence by an arc of a circle curving to the right having a radius of 150.00 feet for an arc distance of 146.61 feet to a point of tangency, thence South 22 degrees 00' East a distance of 70.52 feet to a point of curve; thence by an arc of a circle curving to the left having a radius of 135.00 feet to a point of curve; thence by an arc of circle curving to the left having a radius of 135.00 feet for an arc distance of 43.45 feet to a point of tangency; thence South 40 degrees 26'20" East a distance of 350.38 feet to the point of a curve; and thence by an arc of a circle curving to the left having a radius of 200.00 feet for an arc distance of 75.02 feet more or less to a point on line dividing land herein described and other land now or formerly of Squires Manor Associates; thence along said dividing line South 28 degrees 04' 10" West a distance of 193.24 feet to a point; thence by the same South 5 degrees 54'21" East a distance of 1321.10 feet more or less to a point; said point being the corner common to lands now or formerly of Pleasant Valley Land Company, land now or formerly of S. Humanic, land now or formerly of Squires Manor Associates and land herein described; thence along the dividing line of land herein described and land now or formerly of Sm Humanic, South 70 degrees 47' 53" West a distance of 340.52 feet more or less to a point, said point being South 70 degrees 47'53" a distance of 95.52 feet from the center line of 24" Trunk Sewer crossing Catfish Run and said point also being the common corner of land herein described and land now or formerly of George Handel, et ux. Et al; thence along the dividing line of land herein described and land now or formerly of George Handel, et ux., et al. the following courses and distances: North 26 degrees 50' West a distance of 253.82 feet to a point; thence North 1 degrees 10'50" West a distance of 243.60 feet to a point; thence North 8 degrees 36'40" West a distance of 381.15 feet to a point; thence North 31 degrees 57'40" West a distance of 199.80 feet to a point; thence North 11 degrees 29' 40" West a distance of 253.75 feet to a point; thence North 22 degrees 05'40" West a distance of 145.90 feet to a point; thence North 8 degrees 03'10" West a distance of 287.60 feet to a point; thence North 0 degrees 31'40" West a distance of 335.69 feet to a point; and thence North 8 degrees 06' 50" East a distance of 74.60 feet more or less to a point at the place of beginning.

TOGETHER with and subject to all rights under deed respecting a 15-foot sanitary sewer casement through the above-described tract and as more fully described in deed from Cool Springs, Inc. to Pleasant Valley Land Company and recorded in the office of the Recorder of deeds of Allegheny County, Pennsylvania in Deed Book Volume 5108, page 4.

Parcel No. 885-F-150

ALL that certain lot or piece of ground situate in the Township of South Park, County of Allegheny, and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point In the centerline of Wallace Road, 33 feet wide, on the line of land now or formerly of Joseph C. Leswick; thence from said point of beginning and along the line of said Leswick land, South S degrees 54'21" East, a distance of 1,356.58 feet, to a point on the line of lands now or formerly of the Pleasant Valley Land Company; thence along the line of said Land Company, South 70 degrees 47'53" West, a distance of 489.97 feet to a point of a point at a corner common to lands of said Pleasant Valley Land Company and lands nor or formerly of S. Humanic and land herein described; thence through the lands of now or formerly of Cool Springs, Inc., North 5 degrees 54'21" West, a distance of 1,321.10 feet to a point; thence through the same, North 28 degrees 04'10" East; a distance of 193.54 feet to a point in the centerline of Wallace Road, aforesaid; thence along the centerline of said road by an arc of a circle curving to the left in an Easterly direction and having a radius of 200.00 feet for an arc distance of 75.02 feet to a point of tangent; thence by the same, South 83 degrees 25' 20" East; a distance of 172.14 feet to a point of curve; thence by an arc of a circle curving to the left in a Northeasterly direction and having a radius of 125.00 feet for an arc distance of 151.99 feet to the point at the place of beginning

TOGETHER WITH AND SUBJECT to all rights under deed respecting a 15 foot sanitary sewer easement through the Southwesterly corner of the above described tract and as more folly described in deed from Cool Springs, Inc. to Pleasant Valley Land Company and recorded in Deed Book Volume 5108, page 4.



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RECORDED  
AT REC'D BY COLAN  
2003 JUN -4 AM 9:17

*Valerie McDonald Roberts*  
VALENE McDONALD ROBERTS

**DECLARATION OF  
CONDOMINIUM FOR  
HIDDEN RIDGE  
CONDOMINIUM**

SCIOTO CONSTRUCTION COMPANY,

*DX 83.00*

DECLARANT

*DP 510*

**Meyer, Unkovic  
& Scott LLP**

ATTORNEYS AT LAW  
Kevin P. McKeegan, Esquire  
1300 Oliver Building  
Pittsburgh, Pennsylvania 15222-2304  
(412) 3838

FIRST AMENDMENT  
to  
DECLARATION OF CONDOMINIUM  
for  
HIDDEN RIDGE CONDOMINIUM

THIS FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM FOR HIDDENRIDGE CONDOMINIUM (this "Amendment") is made as of the 6 day of October, 2003 by Scioto Construction Company, a Pennsylvania corporation ("Declarant") and the Hidden Ridge Condominium Association, Inc a Pennsylvania non-profit corporation (the "Association"), as follows:

WITNESSETH:

WHEREAS, by Declaration of Condominium of record in the Allegheny County Recorder of Deeds Office in Deed Book Volume 11664, Page 88 (the "Declaration"), Declarant submitted certain real property described on Exhibit "A" thereto (the "Property") and located in South Park Township, Allegheny County, Pennsylvania to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S.A. Section 3101 et seq (the "Act") and thereby created with respect to the Property a condominium known as "Hidden Ridge Condominium" (the "Condominium"); and

WHEREAS, the Plats and Plans for the Condominium are of record in the Allegheny County Recorder of Deeds Office in Plan Book Volume 242, Pages 68 to 80 and Plan Book Volume 243, Pages 74 to 78; and

WHEREAS, pursuant to Section 3219(f) of the Act (68 Pa. C.S.A. §3219) Declarant and the Association desire to amend and supplement certain of the terms and conditions of the Declaration to conform to the requirements of an agency or entity that has established national or regional standards with respect to loans secured by mortgages on units in condominium projects.

NOW, THEREFORE, Declarant and the Association hereby declare that the Declaration is amended as follows:

1. Preambles; Capitalized Terms. The preambles recited above are incorporated herein as if set forth at length. All capitalized terms used in this Amendment and not otherwise defined herein shall have the meaning given those terms in the Declaration.

2. Developmental Plan. Section 2.1 of the Declaration, "Plats and Plans" is amended and restated as follows:

Section 2.1. Plats and Plans. The location and dimensions of the Buildings and other improvements comprising the Property are shown on the Plat and the location of the Units, and Common Elements of the Condominium are shown on the Plans. By way of further description, the Condominium will consist of a total of one

hundred eighty (180) single-family residential Units in nine (9) multi-family residential buildings, fourteen (14) garage buildings, a clubhouse with one (1) attached Unit and a swimming pool. Each residential building will contain twenty (20) Units, each garage building will contain either eight (8) or six (6) standard vehicle parking spaces. The architectural style of the Buildings and the size of the Units are shown on the Plats and Plans.

3. Ingress and Egress. Section 2.3 of the Declaration, "Unit Boundaries" is amended by adding to it a new subsection C, as follows:

C. An appurtenant right to ownership of a Unit in the Condominium shall be the right of each Unit Owner to ingress and egress to the Unit Owner's Unit. Such right shall be perpetual and shall run with the land.

4. Transfer of Control. Section 10.1 of the Declaration, "Control" is amended and restated as follows:

Section 10.1 Control. Subject to Section 3303 of the Act, Declarant shall have the right to be represented on the Executive Board and to cast the votes allocated to any Unit owned by Declarant. However, and notwithstanding the foregoing, on that date which is the earlier of (a) one hundred twenty (120) days after the date by which seventy-five percent (75%) of the Units in the Condominium have been conveyed to Unit purchasers, or (b) five (5) years after the date of the first conveyance by Declarant of a Unit to a Unit purchaser, Declarant shall be deemed to have automatically and without the necessity of recording any other instrument surrendered and relinquished all special rights, expressed or implied to directly or indirectly control, direct, modify or veto any action of the Association or its Executive Board.

5. Insurance. The first sentence of Article XII, "Insurance", Section 12.1, "Types and Amounts" is amended and restated as follows:

The Association shall obtain the following types and amounts of insurance (but in all events all insurance required by Section 3312 of the Act, the Federal National Mortgage Association ("FMNA"), the Department of Housing and Urban Development ("HUD") or any other agency or entity that has established national or regional standards with respect to loans secured by mortgages on units in condominiums (an "Agency"), and in the event of any conflict or inconsistency between the requirements of this Declaration and those of FNMA, HUD, an Agency or any of them, the requirements of FNMA, HUD or the Agency shall govern and control):

6. Mortgagee's Rights. A new Section 13.9, entitled "Mortgagee's Rights" is added to the Declaration, as follows:

Section 13.9 Mortgagee's Rights.

A. Notwithstanding anything in this Declaration to the contrary, the approval of the eligible holders of first mortgages on Units to which at least

51% of the votes of Units subject to mortgages held by such eligible holders are allocated shall be required as a condition to any and all of the following:

a. Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard in a manner that is not substantially in accordance with the Declaration and the Plats and Plans;

b. Any election to terminate the Condominium after substantial destruction or a substantial taking in condemnation;

c. Any reallocation of Percentage Interests after a partial condemnation or partial destruction of the Condominium;

d. Any amendment to this Declaration, the Association's By-laws or any other document or instrument applicable to the Condominium that would have the effect of materially amending or adding to any provision governing or regulating any of the following:

- (i) Voting,
- (ii) Assessments, assessment liens or subordination of such liens,
- (iii) Reserves for maintenance, repair and replacement of the Common Elements,
- (iv) Insurance or Fidelity Bonds;
- (v) Rights to use the Common Elements,
- (vi) Responsibility for maintenance and repair of the Condominium,
- (vii) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium,
- (viii) The boundaries of any Unit,
- (ix) The Percentage Interests of any Unit in either Common or Limited Common Elements,
- (x) The conversion of Units into Common Elements or of Common Elements into Units,
- (xi) Leasing of Units,
- (xii) The imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer or otherwise convey a Unit,
- (xiii) The establishment of self-management by the Association if professional management is required by any agency or entity that has established national or regional standards with respect to loans secured by mortgages on units in condominiums; and

(e) Any amendment to this Declaration, the Association's By-laws or any other document or instrument applicable to the Condominium that would have the effect of amending any provision which is for the express benefit of holders or insurers of first mortgages on Units in the Condominium.

B. Notwithstanding anything in this Declaration to the contrary, and in addition to the requirements of Section 3220 of the Act, the approval or the eligible holders of first mortgages on Units to which at least 67% of the votes of Units subject to a mortgages held by such eligible holders are allocated shall be required to terminate the Condominium.

7. No Right of First Refusal. A new section 13.10, entitled "No Right of First Refusal", is added to the Declaration as follows:

Section 13.10 No Right of First Refusal. The right of a Unit Owner to sell, transfer or otherwise convey a Unit is not subject to any right of first refusal or similar restriction.

8. Effective Date: Severability. This Amendment shall become effective when it has been recorded. In the event that any provision of this Amendment is determined to be invalid or unenforceable, it shall be considered severed and shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of the Condominium Documents and, in such event, all of the other provisions of the Condominium Documents shall continue in full force and effect as if such invalid provision had never been included herein. In the event of any conflict between this Amendment and the Act, the Act shall control except in those instance where the Act by its terms permits variations. Except as amended hereby, the Declaration remains in full force and effect and neither the Declaration nor this Amendment may be otherwise modified or amended except in writing and in accordance with the terms of the Act.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be duly executed on this day 6 of October, 2003.

ATTEST

SCIOTO CONSTRUCTION COMPANY, a  
Pennsylvania corporation

Scott H. Chase

By: *P. Ronald Sabatino*  
Name: P. Ronald Sabatino  
Title: President

ATTEST

HIDDEN RIDGE CONDOMINIUM  
ASSOCIATION, a Pennsylvania non-profit  
corporation

Scott H. Chase

By: *Cindie Rankin*  
Name: Cindie Rankin  
Title: Trustee

STATE OF OHIO ]  
 ] SS:  
COUNTY OF FRANKLIN ]

On this day 6 day of October A.D., 2003, before me, a Notary Public, the undersigned officer, personally appeared Ronald P. Sabatino, President of SCIOTO CONSTRUCTION COMPANY, a Pennsylvania corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same as President of SCIOTO CONSTRUCTION COMPANY for the purposes therein contained.

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

Scott H. Chase  
Notary Public, State of Ohio

MY COMMISSION EXPIRES:

STATE OF OHIO ]  
 ] SS:  
COUNTY OF FRANKLIN ]

On this day 6 day of October A.D., 2003, before me, a Notary Public, the undersigned officer, personally appeared Cindie S. Rankin, Trustee of HIDDEN RIDGE CONDOMINIUM ASSOCIATION, INC, a Pennsylvania non-profit corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same as President of HIDDEN RIDGE CONDOMINIUM ASSOCIATION, INC, for the purposes therein contained.

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

Scott H. Chase  
Notary Public, State of Ohio

MY COMMISSION EXPIRES:

As signed and recorded

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**FIRST AMENDMENT TO  
DECLARATION OF  
CONDOMINIUM FOR  
HIDDEN RIDGE  
CONDOMINIUM**

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SCIOTO CONSTRUCTION COMPANY,  
a Pennsylvania corporation,

DECLARANT

HIDDEN RIDGE CONDOMINIUM  
ASSOCIATION, INC.,  
a Pennsylvania non-profit corporation,

ASSOCIATION



J. Robert Hanlon, Jr., Esquire

(412) 456-2839

**WILL CALL**