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**DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS**

THIS DECLARATION made this 15th day of October, 1986, by GREYSTONE ASSOCIATES, INC., a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, hereinafter referred to as "Declarant".

**WITNESSETH:**

WHEREAS, Declarant is the owner of a certain parcel of land situate in the Fourteenth Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, which parcel is more fully described on Exhibit "A" attached hereto and made a part hereof and is hereinafter referred to as "the Property"; and

WHEREAS, the Property has been divided into various Parcels as shown on the Revised Greystone Plan, An Improvement Subdivision Site Plan, (hereinafter "the Plan"), which Plan is recorded in the Recorder of Deeds Office of Allegheny County in Plan Book Volume 142, Pages 24-25; and

WHEREAS, Declarant intends to further subdivide Parcels 4, 5B and 5C as shown on the Plan into Lots so as to erect thereon single-family townhouse dwellings; and

WHEREAS, Declarant desires to record this Declaration to the end that the value and desirability of the Parcels and Lots in the Plan will be maintained and enhanced.

~~AND~~ NOW, THEREFORE, with the intent to be legally bound hereby, Declarant hereby declares that all the Property shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are declared to be for the purpose of protecting the value and desirability of the the Parcels and Lots in the Plan and shall run with the the Parcels and Lots and be binding upon all parties having any right, title or interest in and to the Parcels and Lots in the Plan or any part thereof, their heirs, executors, administrators, successors and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE I  
APPLICABILITY; DEFINED TERMS; PURPOSES**

Section 1.1. Applicability. This Declaration shall apply to each of the Parcels within the Plan only as specifically set forth herein. No term, covenant, condition, restriction or easement set forth or de-

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scribed herein shall apply to any particular Parcel within the Plan unless all Parcels or that Parcel is specifically made subject to such term, covenant, condition, restriction or easement.

Section 1.2. Definitions. As used herein, the following words shall have the following meanings:

a. Agreement - shall mean and refer to the Agreement of Restrictive Covenants by and between Declarant and Joan F. Apt, et al dated June 20, 1985 and recorded in the Allegheny County Recorder of Deeds Office in Deed Book Volume 7108, Page 595, as amended by Amendment to Agreement of Restrictive Covenants dated November 29, 1985, and recorded in the Allegheny County Recorder of Deeds Office in Deed Book Volume 7212, Page 110.

b. Association - shall mean and refer to the Greystone Homeowners Association, an association to be incorporated as a non-profit corporation under the laws of the Commonwealth of Pennsylvania, the members of which shall be all of the Owners of all of the Lots in Parcels 4, 5B and 5C of the Plan and all of the Owners of all of the Units in the Condominium.

c. Association Areas - shall mean those portions of the lots within Parcels 4, and all improvements located in such portions which are specifically designated as "Association Area" on the subdivision plan for Parcel 4 which subdivision plan shall be recorded after this Declaration.

d. Common Ground - shall mean Parcel 5D as shown on the Plan, except for that part of the Road located on Parcel 5D.

e. Condominium - shall mean and refer to Greystone Condominium, to be created by Declarant on Parcel 5A.

f. Declarant - shall mean and refer to Greystone Associates, Inc. a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, its successors and assigns. The word "Declarant" shall also be deemed to mean Dollar Bank, Federal Savings Bank ("Dollar") if, and only to the extent that Dollar obtains title to all or any part of the Property prior to the sale thereof by Greystone Associates, Inc. by exercise of any rights or remedies contained in that certain mortgage dated December 11, 1985 from Greystone Associates, Inc. to Dollar, in the original principal amount of \$9,850,000 ("the Dollar Mortgage") encumbering the Property and of record in the Allegheny County Recorder of Deeds Office in Mortgage Book Volume 8410, Page 96, as the same may be amended from time to time; PROVIDED, HOWEVER, that nothing contained herein shall obligate Dollar to at any time assume the obligations of Declarant set forth herein nor shall this Declaration be deemed to disturb in any way any rights accruing to Dollar by reason of the first lien position of the Dollar Mortgage.

g. Family - shall mean 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.

h. Gateway House - shall mean the 2-1/2 story duplex dwelling currently existing and erected on Parcel 3 as shown on the Plan.

i. Improvements - shall mean and include any houses, outbuildings (including for example garages or bath houses), parking areas, roadways, driveways, walkways, fences, walls, lighting fixtures and all other structures and facilities constructed or located on a Parcel or Lot, and any replacements, additions or alterations thereto.

j. Lot - shall mean and refer to the twenty-seven (27) single family lots which will constitute Parcel 4, the four (4) single family lots which will constitute Parcel 5B and the nine (9) single family lots which will constitute Parcel 5C.

k. Owner - shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Parcel, Lot or Unit in the Plan, including contract sellers, but shall not mean or refer to any mortgagee or any person owning a security interest in any Parcel, Lot, or Unit or any portion thereof unless and until such mortgagee or creditor has acquired legal title pursuant to foreclosure or any proceedings in lieu of foreclosure.

l. Parcel - shall mean and refer to the various parcels as designated and denominated on the Plan, that is, Parcel 1A, Parcel 1B, Parcel 2, Parcel 3, Parcel 4, Parcel 5A, Parcel 5B, Parcel 5C and Parcel 5D.

m. Regulations - shall mean all applicable laws, statutes, codes, ordinances, rules, regulations, limitations, restrictions, orders, judgments or other requirements of any governmental authority having jurisdiction over the Plan or any Improvements constructed or located thereon or on any Parcel or Lot within the Plan.

n. Road - shall mean and refer to the private roadway designated as "Woodland Rd. (North)" on the Plan, which Road runs in a southerly direction from Fifth Avenue to the Condominium.

o. Sewer and Water System - shall mean and refer to the private storm and sanitary sewer line and water line system serving Parcels 1A, 1B, 4, 5A, 5B and 5C. The Sewer and Water System is schematically depicted on Exhibit "B" attached hereto and made a part hereof.

p. Unit - shall mean and refer to a unit within the Condominium.

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Section 1.3. Purposes. The covenants, conditions, restrictions and easements hereinafter set forth are imposed upon all Parcels within the Plan for the following purposes:

- a. To establish the Plan as an attractive residential development.
- b. To insure the development of the Plan pursuant to a uniform plan of development with high aesthetic standards so as to create a pleasant and attractive physical environment which will contribute to and enhance the value of the Plan and all Parcels and Lots within the Plan.
- c. To insure the proper and appropriate development, improvement and use of each Parcel and Lot within the Plan.
- d. To protect each Parcel and Lot against the improper, undesirable or inappropriate development or use of adjacent or neighboring Parcels or Lots.
- e. To guard against the erection of Improvements constructed of improper or unsuitable materials.
- f. To encourage the erection of attractive Improvements appropriately located on each Parcel and Lot within the Plan.
- g. To provide easements for access, ingress, egress and regress between and among the Parcels and between the Property and adjoining streets.
- h. To provide easements for the provision of sewer, and water utilities to the Property.
- i. To insure that the development of the Property and all improvements erected thereon comply with the Agreement.

Section 1.4 Development Scheme. Declarant intends to develop each of the Parcels in accordance with the Agreement and as follows:

- a. Parcel 1A - not more than one (1) single-family dwelling.
- b. Parcel 1B - not more than one (1) single-family dwelling.
- c. Parcel 2 - not more than one (1) single-family dwelling.
- d. Parcel 3 - not more than one (1) house to be used as not more than a two-family dwelling.

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e. Parcel 4 - not more than twenty-seven (27) single-family townhouse dwellings.

f. Parcel 5A - not more than six (6) single-family Condominium Units.

g. Parcel 5B - not more than four (4) single-family townhouse dwellings.

h. Parcel 5C - not more than nine (9) single-family townhouse dwellings.

i. Parcel 5D - no Improvements permitted except for the Road.

**ARTICLE II**  
**USE RESTRICTIONS**

Section 2.1. Use and Occupancy of Parcels and Lots. In order that the purposes set forth at Section 1.3 hereof may be achieved, the following use restrictions are placed on development of all Parcels or Lots within the Plan:

a. No Parcel or Lot shall be used for any purpose other than for residential uses; PROVIDED, HOWEVER, that Declarant shall have the right to maintain sales offices, management offices and models on the Property.

b. No Parcel or Lot shall be further subdivided or sold unless the entire Parcel or Lot is sold; PROVIDED, HOWEVER, that the sale of a Unit in the Condominium shall not be deemed a violation of this restriction.

c. No noxious or offensive activities shall be carried on upon any Parcel or Lot, nor shall anything be done on any Parcel or Lot which may become an annoyance or a nuisance to other Owners.

d. No recreational vehicle or vehicles, boat or boats, construction equipment or truck or trucks shall be parked in a visible location on any Parcel or Lot after completion of construction of the Improvement nor shall any inoperative vehicle of any type be kept in a visible location on any Parcel or Lot for a period in excess of forty-eight (48) hours.

e. No clearing or excavation of a Parcel or Lot shall be made except in connection with the approved construction of an Improvement. Upon completion of an Improvement exposed openings shall be backfilled and disturbed ground shall be leveled, graded, seeded or planted.

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f. Each Parcel or Lot and all Improvements and landscaping located thereon shall be at all times be kept and maintained in a safe, wholesome, attractive and clean condition, and shall not be allowed to deteriorate, fall into disrepair or become unsafe or unsightly.

ARTICLE III  
ARCHITECTURAL CONTROLS  
APPLICABLE TO PARCELS 1A AND 1B

Section 3.1. Architectural Controls. In order that the purposes set forth at Section 1.3 hereof may be achieved, the following architectural controls are placed on development of Parcels 1A and 1B within the Plan:

a. Approval of Architect. Prior to construction of any Improvement on Parcels 1A and 1B, Owner shall submit to Declarant, the name, address and resume of the architect Owner has engaged to prepare plans for the development of the Parcel. Declarant reserves the right to reject Owner's choice of architect; PROVIDED, HOWEVER, that Declarant hereby covenants and agrees not reject any architect without giving Owner written notice thereof and setting forth the reasons for such rejection which reasons may, but need not include Declarant's belief that the plans of Owner's architect do not comport with the ambience of a first-class residential development; AND PROVIDED FURTHER, that no architect shall be unreasonably rejected by Declarant.

b. Compliance with Regulations and the Agreement. All Improvements located or constructed on Parcels 1A and 1B shall comply with all applicable Regulations and with the Agreement; PROVIDED, HOWEVER, that where the provision of any Regulation is found to be in conflict with any provision of this Declaration, the provision which establishes the higher standard for the advancement of the purposes set forth at Section 1.3 hereof shall prevail.

c. Approval of Plans and Specifications. No construction of any Improvement may be initiated without the prior review and approval of the plans and specifications for such construction by Declarant. The following material, as appropriate, shall be submitted to Declarant for Declarant's approval prior to the commencement of any construction on Parcels 1A and 1B:

i. Preliminary and final architectural plans for the Improvement; and

ii. Floor plans, cross sections and elevations of all sides of any proposed Improvement to be constructed on the Lot, including proposed external screening; and

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iii. Samples or representative samples of all materials proposed for use on exterior surfaces of the proposed improvements, including colors and textures; and

iv. An accurate rendering or scale model of the proposed improvement depicting, inter alia, landscaping and screening; and

v. Appropriate specifications for all construction to be undertaken in connection with the proposed improvement; and

vi. A landscaping plan including the location of all screening walls and fences, for analysis of adequacy of visual screening, and landscape architectural design, including a plan showing natural grades and natural growth prior to the commencement of any site work or other construction;

vii. Any other information reasonably required by Declarant in order to insure compliance with the covenants, conditions, restrictions, purposes and other requirements contained in this Declaration.

Declarant shall either approve or disapprove any plans or other materials submitted to it within thirty (30) days from the date of submission. The failure of Declarant to either approve or disapprove the same within such thirty (30) day period shall be deemed to be and shall constitute an approval of said plan or other materials; SUBJECT, HOWEVER, at all times to the covenants, conditions, restrictions and other requirements contained in this Declaration. Any approval given by Declarant in accordance with this provision shall be effective for a period of one (1) year from the date the approval is tendered in writing to Owner. If construction of the improvement has not commenced within such one (1) year period, the approval shall expire and no construction shall thereafter take place without a renewal of such prior approval. Nothing herein contained shall be construed so as to require submission of plans or specifications for the alteration of the interior of an improvement.

d. Compliance with Approved Plans and Specifications.

The exterior of all improvements on Parcels 1A and 1B of the Plan must be constructed in strict accordance with the detail plans and specifications submitted to and approved by Declarant in accordance with Section 3.1c hereof.

e. Exterior Lighting. Exterior lighting or illumination of improvements on Parcels 1A and 1B shall be designed and installed so as to avoid visible glare (direct or reflected) on street rights-of-way and adjacent Parcels or Lots.

f. Temporary Improvements Prohibited. No buildings, structures, improvements or other facilities of a temporary nature,

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Including trailers, tents, or shacks, shall be permitted on Parcels 1A and 1B; PROVIDED, HOWEVER, that temporary Improvements and facilities used solely in connection with and during the period of the construction of approved permanent Improvements shall be permitted during the period of construction so long as such temporary Improvements are located as inconspicuously as possible and are removed immediately following completion of construction of the approved permanent Improvement.

g. Construction of Improvements. After commencement of construction of any Improvement on Parcels 1A and 1B, such construction shall be diligently and continuously prosecuted to the end that the Improvement shall not remain in an unfinished condition any longer than is reasonably necessary for completion thereof. The Owner of the Parcel on which the Improvement is being constructed shall at all times during the construction period keep all streets or roadways contiguous or adjacent to the Parcel reasonably free from any dirt, mud, garbage, trash or other debris which might be occasioned by such construction.

Section 3.2. Repair or Replacement. In the event that any Improvement approved by Declarant and erected on Parcels 1A and 1B is thereafter damaged such Improvement shall, if possible, be repaired, and restored to its condition prior to such damage. In the event that the damage shall be so extensive as to constitute a total destruction of the Improvement then such Improvement shall be replaced only by an Improvement the cost of materials for which equals or exceeds the cost of materials used or installed in the original Improvement, or, if such cost is difficult to ascertain, then such destroyed Improvement shall be replaced only by an Improvement which will result in the fair market value of the Parcel, as determined by the Allegheny County Board of Property Assessment, Appeals and Review equalling or exceeding the fair market value of the Parcel immediately prior to the destruction of the original Improvement. The Owner of the Parcel shall be responsible for promptly removing all debris or ruins if an Improvement is destroyed.

Section 3.3. Open Area. No Improvements of any kind, type or character, except for a driveway, landscaping and ornamental or garden amenities shall be placed in that portion of Parcel 1B designated on Exhibit "C" as and hereinafter referred to as "the Open Area". As between the Owners of Parcel 1A and 1B the care and maintenance of the Open Area shall be allocated as follows:

a. The Owner of Parcel 1A shall be solely responsible for the cost of installing and constructing a driveway and such extension thereof as may be required by the Owners of Parcel 1A and Parcel 1B for the use and enjoyment of the Contingent Easement granted and conveyed by Section 12.3 of this Declaration (hereinafter referred to as "the Common Driveway") over and across portions of both Parcel 1A and the Open Area, which Common Driveway shall be located as shown on Exhibit C.



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b. The Common Driveway shall be used for access, ingress, egress and regress to and from both Parcel 1A and Parcel 1B. Accordingly, the Owners of Parcels 1A and 1B, and their respective successors in title or possession shall equally divide and pay equally all costs or expenses with respect to maintaining or repairing the Common Driveway. The obligation to maintain and repair the Common Driveway shall be joint and several and the Owners of Parcel 1A and 1B and their respective heirs, successors and assigns shall mutually indemnify and hold each other harmless from any costs or expenses in excess of one-half (1/2) the costs and expenses to maintain the Common Driveway; PROVIDED, HOWEVER, that each Owner shall be solely responsible for all damage to the Common Driveway resulting from construction on each Owner's Lot. The obligation to maintain and repair the Common Driveway set forth in this Section 3.3b shall constitute a covenant running with the land and shall be binding upon and inure to the benefit of the Owners of Parcels 1A and 1B and their respective heirs, successors and assigns.

c. The Open Area is to remain as open ground so as to provide a buffer or space between any single-family house erected on Parcel 1A and Parcel 1B. Accordingly, the Owner of Parcel 1A and his or her heirs, successors and assigns shall be solely responsible for the care, maintenance and repair of all landscaping in the Open Area. Such responsibility shall include but not be limited to the care, maintenance and repair of a wall separating property now or formerly of Richard L. Heppner from Parcel 1B and a gate and two brick pillars located at the head of the Common Driveway, which wall, gate and brick pillars are appropriately identified on Exhibit C. The obligation to maintain and repair all landscaping as set forth in this Section 3.3c shall constitute a covenant running with the land and shall be binding upon the Owner of Parcel 1A and his or her heirs, successors and assigns and shall inure to the benefit of the Owner of Parcel 1B and his or her heirs, successors and assigns.

**ARTICLE IV**  
**CONTROLS APPLICABLE TO PARCEL 3**

Section 4.1. Exterior Changes. No Owner of Parcel 3 or occupant of the Gateway House shall (i) make any installation which extends beyond the exterior walls of the Gateway House; (ii) alter the structure, form or appearance of any existing exterior wall, window, door or other portion of the Gateway House which is visible from outside of the Gateway House; or (iii) place any sign, notice, advertisement or the like on any part of the Gateway House which is visible from outside of the Gateway House, except for one (1) sign of not more than five (5) square feet advertising the Gateway House for sale or rent, or signs used by Declarant during the rehabilitation or sale of the Gateway House.

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Section 4.2. Repair or Replacement. In the event that the Gateway House is damaged such damage shall, if possible, be repaired and the Gateway House restored to its condition prior to such damage. In the event that the damage shall be so extensive as to constitute a total destruction of the Gateway House then no Improvement shall be constructed or erected on Parcel 3 in replacement of the Gateway House unless the Owner of Parcel 3 has first obtained Declarant's approval therefor and complied with the requirements of Section 3.1 hereof. If such total destruction occurs more than five (5) years after the date of this Declaration, then the Owner of Parcel 3 need not obtain Declarant's approval of any replacement Improvement; PROVIDED, HOWEVER, that in any event such replacement Improvement shall result in the fair market value of Parcel 3, as determined by the Allegheny County Board of Property Assessment, Appeals and Review, equalling or exceeding the fair market value of Parcel 3 immediately prior to the destruction of the Gateway House.

ARTICLE V  
CONTROLS APPLICABLE TO PARCEL 4;  
HOMEOWNERS ASSOCIATION; ASSESSMENT

Section 5.1. Controls. In order that the Purposes set forth at Section 1.3 hereof may be achieved, the following architectural controls are placed on development of any Lot within Parcel 4:

a. Townhouses. No building, structure or improvement shall be erected on any Lot within Parcel 4 except for a Single-Family townhouse as designed by Declarant. At the time the subdivision plan for Parcel 4 is recorded in the Allegheny County Recorder of Deeds Office, Declarant shall also place of record the plans and specifications for the townhouses, which plans and specifications are hereinafter referred to as "the Parcel 4 Townhouse Plans."

b. Repair or Replacement. In the event that a townhouse erected on any Lot is thereafter damaged or destroyed, such townhouse shall be repaired or replaced strictly in accordance with the Parcel 4 Townhouse Plans.

c. Exterior Changes. No Owner of any Lot or occupant of any townhouse erected thereon shall (i) make any installation including, for purposes of illustration only and not limitation, awnings, clotheslines, aeriels, signs, ventilators or fans which extends beyond the exterior walls of the townhouse; (ii) paint or otherwise alter the structure, form or appearance of any exterior wall, window, door or other portion of the townhouse which is visible from outside of such townhouse; or (iii) place any sign, notice, advertisement or the like on any part of the townhouse which is visible from outside of such townhouse, except for one (1) sign of not more than five (5) square feet advertising the townhouse for sale or rent, or signs used by Declarant during the construction or sale of townhouses.

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**Section 5.2. Association.** All Owners of Lots within Parcel 4 shall automatically become members of the Association, and all Lots and Association Areas within Parcel 4 shall be subject to the By-Laws of the Association, which By-Laws shall be recorded in the Recorder of Deeds Office of Allegheny County.

**Section 5.3. Care of Road and Association Areas.** The Association shall be responsible for the care, maintenance and repair of the Road and all Association Areas, including but not limited to all streets, roads and sidewalks within Parcel 4 and the care and maintenance of all landscaping, trees, plants and shrubs on Association Areas.

**Section 5.4. Lot Ownership and Association Area Easements.** Nothing contained herein, express or implied, shall be deemed or construed so as to create a condominium within Parcel 4 or deemed or construed so as to create common ownership of all or any part of the Association Areas. Each of the Lots and any structures erected thereon within Parcel 4 and the entire area of such Lot shall be held by the Owner thereof in fee simple ownership under and subject to the Agreement, all other easements, covenants and restrictions of record, this Declaration, rights of adjoining Lot Owners in party walls, common easements for water, gas, electric and other utilities normally found in use in connection with a party wall dwelling, the rights of other Lot Owners to use those portions of each Lot designated on the Plan as Association Areas, including but not limited to the right of other Lot Owners, their guests and invitees to use any streets, roads or sidewalks in Parcel 4 for purposes of access, ingress, egress and regress to and from any Lot in Parcel 4 and an easement for the use and benefit of the Association so as to maintain, care for, repair or replace any Association Areas within such Lot.

**ARTICLE VI  
CONTROLS APPLICABLE TO PARCELS 5B AND 5C**

**Section 6.1. Controls.** In order that the Purposes set forth at Section 1.3 hereof may be achieved, the following architectural controls are placed on development of any Lot within Parcels 5B and 5C.

a. **Townhouses.** No building, structure or improvement shall be erected on any Lot within Parcels 5B and 5C except for a Single-Family townhouse as designed by Declarant. At the time the subdivision plans for Parcels 5B and 5C are recorded in the Allegheny County Recorder of Deeds office, Declarant shall also record the plans and specifications for the townhouses, which plans and specifications are hereinafter referred to as "the Parcels 5B and 5C Townhouse Plans."

b. **Repair or Replacement.** In the event that a townhouse erected on any Lot is thereafter damaged or destroyed, such

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townhouse shall be repaired or replaced strictly in accordance with the Parcels 5B and 5C Townhouse Plans.

c. Exterior Changes. No Owner of any Lot or occupant of any townhouse erected thereon shall (i) make any installation including, for purposes of illustration only and not limitation, awnings, clotheslines, signs, ventilators or fans which extends beyond the exterior walls of the townhouse; (ii) paint or otherwise alter the structure, form or appearance of any exterior wall, window, door or other portion of the townhouse which is visible from outside of such townhouse; or (iii) place any sign, notice, advertisement or the like on any part of the townhouse which is visible from outside of such townhouse, except for one (1) sign of not more than five (5) square feet advertising the townhouse for sale or rent, or signs used by Declarant during the construction or sale of townhouses.

Section 6.2. Association. All Owners of Lots within Parcels 5B and 5C shall automatically become members of the Association, and all Lots and within Parcels 5B and 5C shall be subject to the By-Laws of the Association, which By-Laws shall be recorded in the Recorder of Deeds Office of Allegheny County.

Section 6.3. Care of Road. The Association shall be responsible for the care, maintenance and repair of such portions of the Road as may be located on either Parcels 5B and 5C.

Section 6.4. Lot Ownership and Road Easements. Nothing contained herein, express or implied, shall be deemed or construed so as to create a condominium within Parcel 5B or 5C or deemed or construed so as to create common ownership of all or any part of the Road. Each of the Lots and any structures erected thereon within Parcels 5B and 5C and the entire area of such Lot shall be held by the Owner thereof in fee simple ownership under and subject to the Agreement, all other easements, covenants and restrictions of record, this Declaration, rights of adjoining Lot Owners in party walls, common easements for water, gas, electric and other utilities normally found in use in connection with a party wall dwelling and the right of other Lot Owners, their guests and invitees to use the Road or sidewalks in Parcels 5B and 5C for purposes of access, ingress, egress and regress to and from any Lot in Parcels 5B and 5C and an easement for the use and benefit of the Association so as to maintain, care for, repair or replace any portion of the Road within Parcels 5B or 5C.

**ARTICLE VII**  
**CONTROLS APPLICABLE TO PARCEL 5A**

Section 7.1. Condominium. Development of Parcel 5A shall be subject to the Declaration of Condominium for the Condominium.

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**Section 7.2. Care of Road and Sewer and Water System.** The Association shall be responsible for the care, maintenance and repair of such portions of the Road and Sewer and Water System as may be located on Parcel 5A; PROVIDED, HOWEVER, that the Association shall have no obligation or responsibility to care for, maintain or repair that portion of the Sewer and Water System located on Parcel 5A which portion serves only Parcels 1A and 1B.

**ARTICLE VIII  
CONTROLS APPLICABLE TO PARCEL 5D**

**Section 8.1. No Improvements.** No Improvements of any kind, type or character shall be erected on Parcel 5D, except for the Road, landscaping and ornamental or garden amenities placed on Parcel 5D by Declarant. It is the intent of this provision that Parcel 5D shall not be improved but shall remain as open ground to be used for recreational activities by the members of the Association.

**ARTICLE IX  
ASSOCIATION AREAS; COMMON GROUND; ROAD; SEWER**

**Section 9.1. Association Areas.** The Association shall have an easement so as to maintain, care for, replace or repair all Association Areas within any Lot in Parcel 4. All conveyances of Lots within Parcel 4 shall be under and subject to an easement in favor of the Association so as to maintain, care for, repair or replace any Association Areas within such Lot.

**Section 9.2. Common Ground.** Fee title to the Common Ground, and any improvements thereon, shall be vested in the Association. Declarant shall cause to be recorded in the Allegheny County Recorder of Deeds Office such deeds or other instruments as shall vest in the Association fee title to the Common Ground.

**Section 9.3. Road.** Fee title to the Road shall be vested in the Association, subject to the rights of any Owner of any Lot within Parcels 4, 5B and 5C and of any Owner of any Unit in the Condominium and all such Owners' guests and invitees to use the Road for purposes of access, ingress, egress and regress to and from such Lots or Units. In the event that the "Contingent Right of Way" described in Paragraph 12h(2) of the Agreement is developed and improved in accordance with the Agreement, then the Owners of Parcel 1A and Parcel 1B shall also have the right to use the Road for purposes of access, ingress, egress and regress to and from Parcel 1A and Parcel 1B. Such use of the Road by the Owners of Parcel 1A and Parcel 1B shall be subject to the terms of Section 12.3 hereof. Declarant shall cause to be recorded in

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the Allegheny County Recorder of Deeds Office such deeds or other instruments as shall vest in the Association title to the Road.

Section 9.4. Sewer and Water System. The Association shall have an easement over, under and across Parcels 4, 5A, 5B, 5C and 5D so as to maintain, care for, replace or repair the Sewer and Water System. All conveyances of Lots within Parcels 4, 5B and 5C shall be under and subject to an easement in favor of the Association so as to maintain, care for, repair or replace the Sewer and Water System. The Association shall also have the right to enter Parcel 5A to maintain, care for, repair or replace the Sewer and Water System. The Owners of Parcels 1A and 1B and their respective heirs, successors and assigns shall have the right to use the Sewer and Water System and, accordingly, shall be deemed to have an easement through Parcels 4, 5A and 5D, which easement shall consist of the Sewer and Water System. That portion of the Sewer and Water System serving only Parcels 1A and 1B, which portion is so designated on Exhibit B attached hereto and made a part hereof shall be maintained, cared for, replaced or repaired exclusively by the Owners of Parcels 1A and 1B and their respective heirs, successors and assigns. The obligation to maintain, care for, replace or repair that portion of the Sewer and Water System serving only Parcels 1A and 1B set forth in this Section 9.4 shall constitute a covenant running with the land and shall be binding upon and shall inure to the benefit of the Owners of Parcels 1A and 1B and their respective heirs, successors and assigns. So as to carry out their obligations to maintain, care for, replace or repair the portion of the Sewer and Water System serving only Parcels 1A and 1B, the Owners of Parcels 1A and 1B and their respective successors in title or possession shall have the right to enter Parcels 5A and 5D.

ARTICLE X  
ASSESSMENTS; FURTHER REGULATIONS

Section 10.1. Assessment and Assessment Liens. In order that the Association may have a source of funds to provide for the care, maintenance and repair of the Association Areas, Common Ground and Road, the Association is hereby provided with the following powers with respect to Parcels 4, 5A, 5B and 5C:

a. Cost of Care of Association Areas, Road and Common Ground. The actual cost of care, maintenance and repair of the Association Areas, Road, Sewer and Common Ground, along with the care, maintenance and repair of any common utility service lines or pipes located in the Association Areas, Road and Common Ground, together with reasonable costs associated with the administration of such care, maintenance and repair, shall be borne pro-rata by each Lot within Parcels 4, 5B and 5C and by each Unit within the Condominium. The pro-rata share of such costs assessed to each Lot or Unit shall be calculated by multiplying the cost of such care, maintenance and admin-

stration by a fraction, the numerator of which shall be the number of square feet contained within the townhouse erected on the Lot or the number of square feet of the Unit and the denominator of which shall be the total number of square feet contained within all townhouses erected on Parcels 4, 5B and 5C and the total number of square feet within all Units in the Condominium. The determination of such square footage shall be based upon Declarant's plans and specifications for a townhouse or Unit. Each Lot and Unit and the Owner of each Lot or Unit shall be obligated to pay its pro-rata share of such costs within thirty (30) days of receipt of written notice from the Association of the amount of such costs assessed against each such Lot or Unit. The Association, in accordance with its Bylaws, shall establish an annual budget and costs under said budget may be assessed on a monthly basis.

b. Assessments as Personal Obligation. Assessments levied pursuant to this Declaration, together with interest, costs and such reasonable attorneys' fees as may be associated with the collection thereof (whether suit be brought or not) shall be a charge and a continuing lien upon each Lot. Each such assessment, together with interest, costs and reasonable attorneys' fees associated with the collection thereof, as aforesaid, shall also be the personal obligation and liability of the Owner of such Lot at the time such assessment is made or levied. Such personal liability for assessments made or levied pursuant to this Declaration prior to the conveyance of a particular Lot shall not, by virtue of any such conveyance, pass to such Owner-successor in title.

c. Assessments as Liens. With respect to any assessment not paid within thirty (30) days after the date of its initial levy, the Association may file a written notice of unpaid assessment in the Recorder of Deeds Office of Allegheny County, Pennsylvania. Such written notice shall only be filed after the Association has given the Owner twenty (20) days' notice of the Association's intent to file the written notice. If during such twenty (20) day period the Owner requests a meeting with the Executive Board the written notice shall not be filed until after such meeting. Upon the request of any Owner of a Lot or Unit, the Association will prepare a statement showing the status of all assessments against such Lot or Unit. No purchaser of any Lot or Unit shall be liable for any assessment greater than the amount set forth in the statement prepared by the Association. Any such unpaid assessment shall bear interest from the initial due date thereof at the highest rate then allowed by the laws of the Commonwealth of Pennsylvania. The Association shall, at any time following the expiration of thirty (30) days after the levy of any assessment be entitled to bring an action at law against the Owner of the Lot personally obligated for the payment of such assessment. In such event, the Association shall be entitled to recover in such action the amount of such assessment, together with interest thereon and such costs and reasonable attorneys' fees associated with the collection thereof as may be awarded by the court.

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d. Lien Subordinate to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any bona fide first mortgage on a Lot. The sale, transfer or lease of any Lot shall not affect the viability of an assessment lien; PROVIDED, HOWEVER, that the sale or transfer of any Lot pursuant to proceedings in foreclosure of a bona fide first mortgage, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No such sale or transfer of a Lot shall release such Lot or the Owner of that Lot from the personal obligation or liability for the payment of any assessments thereafter becoming due or from the lien thereof.

Section 10.2. Further Regulations. Pursuant to its Bylaws, the Association shall have the right to enact rules and regulations governing the use of all Association Areas, Common Ground and the Road; PROVIDED, HOWEVER, that such rules and regulations must be in furtherance of the purposes set forth at Section 1.3 hereof and may not vary, alter or be in conflict with any term or provision of this Declaration.

#### ARTICLE XI ENFORCEMENT AND DURATION

Section 11.1. Enforcement. Declarant shall be a beneficiary of the covenants set forth herein irrespective of whether Declarant is an Owner of any Parcel, Lot or Unit within the Plan. The Declarant, the Association or any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants and reservations imposed by this Declaration. Failure by the Declarant, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so at a later date.

Section 11.2. Duration. Each of the easements set forth herein shall be perpetual. Each of the covenants, conditions, restrictions and reservations contained herein shall continue and be binding upon Declarant, and Declarant's successors and assigns, and upon each Owner and all Owners from time to time of any Parcel, Lot or Unit within the Plan and all other persons, parties or legal entities claiming by through or under them for a period of sixty (60) years from the date of this Declaration. Thereafter, the covenants, conditions, restrictions and reservations contained in this Declaration shall continue in effect from year to year unless after sixty (60) years from the date of this Declaration seventy-five (75%) percent or more of the then Owners execute and record an instrument terminating or modifying this Declaration. The covenants, conditions, restrictions and reservations contained herein shall run with the Parcels, Lots and Units within the Plan and be binding upon all parties having any right, title or interest in the Parcels, Lots or Units in the Plan or any part thereof, their



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their heirs, executors, administrators, successors and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE XII  
EASEMENTS**

**Section 12.1. Easement Over the Open Area and Easement for the Common Driveway.** Declarant does hereby declare, establish, grant, bargain, sell and convey, in an open and notorious manner, an easement over and across the Open Area for the use, benefit and enjoyment of Parcels 1A and an easement over and across Parcels 1A and 1B for the Common Driveway and for the mutual and reciprocal use, benefit and enjoyment thereof by Parcels 1A and 1B. Declarant does hereby covenant and agree that the easement over the Open Area and the easement for the Common Driveway shall be perpetual and shall run with the land and be binding upon Declarant, and its successors entitled to Parcels 1A and 1B and shall not be extinguished by any period of common ownership of Parcels 1A and 1B.

**Section 12.2. Easement for the Mutual Benefit of Parcels 2 and 3.** The Agreement requires that access, ingress, egress and regress from Parcels 2 and 3 to and from Woodland Road be by way of a single drive shared between Parcels 2 and 3. Declarant does therefore hereby declare, establish, grant, bargain, sell and convey, in an open and notorious manner, an easement and right-of-way over and across Parcels 2 and 3 for the mutual and reciprocal use benefit and enjoyment of Parcels 2 and 3 for the purpose of access, ingress, egress and regress from Parcels 2 and 3 to and from Woodland Road as shown on the Plan. The easement established hereby is hereinafter referred to as "the Easement" and is shown outlined on Exhibit "D" attached hereto and made a part hereof and is more particularly bounded and described as follows:

BEGINNING at a point on Woodland Road, which point is common to Parcels 2 and 3 in the Plan and which point is distant South 29° 49' East from the intersection of Woodland Road and Fifth Avenue; thence from said point along line common to Woodland Road and Parcel 2, South 29° 49' East a distance of 10 feet to a point; thence from said point and through Parcel 2 North 64° 12' East a distance of 100 feet to a point; thence from said point and through Parcels 2 and 3 North 25° 48' West a distance of 20 feet to a point; thence from said point and through Parcel 3 South 64° 12' West a distance of 100 feet to a point on line common to Parcel 3 and Woodland Road; thence from said point and along line common to Parcel 3 and Woodland Road South 29° 49' East a distance of 10 feet to the point at the place of beginning.

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Declarant does hereby covenant and agree that the Easement and right-of-way granted and established hereby, shall be perpetual and shall run with the land and be binding upon Declarant, and its successors in title or possession to Parcels 2 and 3. The Owners of Parcels 2 and 3, and their respective successors in title or possession shall equally divide and pay equally all costs or expenses with respect to maintenance or repair of the Easement. The obligation to maintain and repair the Easement shall be joint and several and the Owners of Parcels 2 and 3 shall mutually indemnify and hold each other harmless from any costs or expenses in excess of one-half (1/2) the costs and expense to maintain Easement.

Section 12.3. Contingent Easement for the Benefit of Parcels 1A and 1B. Pursuant to the Agreement Declarant does hereby declare, establish, grant, bargain, sell and convey, in an open and notorious manner, an easement and right of way (hereinafter the "Contingent Easement") for access, ingress, egress and regress over and across Parcels 4, 5A, 5B, 5C and 5D for the use, benefit and enjoyment of the Owners of Parcels 1A and 1B for the purpose of access, ingress, egress and regress to and from Parcels 1A and 1B and Fifth Avenue, as shown on the Plan. The Contingent Easement established hereby shall consist of the Road and that portion of Parcel 5A labeled the "Contingent Easement Area" on Exhibit "E" attached hereto and made a part hereof. Declarant does hereby covenant and agree that the Contingent Easement established hereby shall be perpetual and shall run with the land and be binding upon Declarant, and its successors in title or possession to Parcels 4, 5A, 5B, 5C and 5D; PROVIDED, HOWEVER, that in no event shall the Contingent Easement be used in a permanent manner unless and until a final adjudication has taken place resulting in an injunction, equitable order or other decree preventing the Owners of either Parcels 1A or 1B or both from obtaining access to Fifth Avenue from Woodland Road via East Woodland Road. In the event that the necessity for use of the Contingent Easement exists, then the Owners of Parcels 1A and 1B, and those Owners' successors in title or possession shall improve any previously unimproved portion of the Contingent Easement Area. The Owners of Parcels 1A and 1B shall also upon the improvement of the Contingent Easement Area automatically become members of the Association; PROVIDED, HOWEVER, that the assessment to be paid by each of the Owners of Parcels 1A and 1B shall be limited to such assessment as is necessary for the care, maintenance and repair of the Road.

Section 12.4. Easement for the Benefit of Parcel 1A. Declarant does hereby declare, establish, grant, bargain, sell and convey, in an open and notorious manner, an easement (hereinafter the "Landscape Easement") to enter that portion of Parcel 5A (hereinafter the "Landscape Easement Area") identified on Exhibit "C" attached hereto and made a part hereof, which Landscape Easement is for the use, benefit and enjoyment of the Owner of Parcel 1A so as to plant, maintain, care for and replace such trees or shrubs as the Owner of Parcel 1A may wish to place in the Landscape Easement Area. Declarant does hereby

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covenant and agree that the Landscape Easement established hereby shall be perpetual and shall run with the land and be binding upon Declarant, and its successors in title or possession to Parcel 5A, including the Condominium and all Owners of Units within the Condominium, and shall inure to the benefit of the Owner of Parcel 1A and his or her heirs, successors and assigns. The Owner of Parcel 1A and his or her heirs, successors and assigns shall be solely responsible for the care, maintenance and repair of the Landscape Easement Area and all trees or shrubs planted or placed in the Landscape Easement Area by the Owner of Parcel 1A. The Owner of Parcel 1A shall indemnify and hold Declarant and its successors in title or possession to Parcel 5A, including the Condominium and all Owners of Units within the Condominium harmless from any costs or expenses in connection with the care, maintenance or repair of the Landscape Easement Area and all trees or shrubs planted or placed in the Landscape Easement Area by the Owner of Parcel 1A. The obligation to maintain and repair the Landscape Easement Area and all trees or shrubs planted or placed in the Landscape Easement Area by the Owner of Parcel 1A shall be a covenant running with the land and shall be binding upon the Owner of Parcel 1A and his or her heirs, successors and assigns and shall inure to the benefit of Declarant and its successors in title or possession to Parcel 5A, including the Condominium and all Owners of Units within the Condominium.

**ARTICLE XIII  
SEVERABILITY**

Section 13.1. Severability. Invalidation of any one of the covenants or restrictions set forth herein by judgment or court order shall in no way affect any other provisions set forth herein.

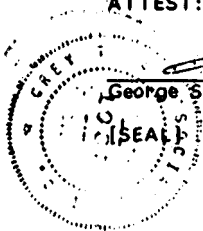
IN WITNESS WHEREOF, the undersigned has executed this Declaration of Covenants, Conditions and Restrictions the day and year first above written.

ATTEST:

GREYSTONE ASSOCIATES, INC.

  
George Stern, Assistant Secretary

By:   
Ernest Stern, President




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COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF ALLEGHENY ) SS:

On this, the 15<sup>th</sup> day of October, 1986, before me, a Notary Public, personally appeared ERNEST STERN, who acknowledged himself to be the President of GREYSTONE ASSOCIATES, INC., a Pennsylvania corporation, and that he as such officer, being authorized to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

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

*Sandra L. Baker*  
Notary Public  
SANDRA L. BAKER, NOTARY PUBLIC  
PITTSBURGH, ALLEGHENY COUNTY  
MY COMMISSION EXPIRES FEB. 26, 1988  
Member, Pennsylvania Association of Notaries



**All** THAT CERTAIN LOT OR PIECE OF GROUND situate in the 14th Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being bounded and described as follows, to-wit:

BEGINNING at a point in the center line of Woodland Road, a 30 foot wide private road, at the intersection of Woodland Road and Fifth Avenue; thence from said point of beginning and along the southerly line of Fifth Avenue North  $64^{\circ} 12' 00''$  East 874.04 feet to a point on the line of the Highmont Plan of Lots which Plan is recorded in the Allegheny County Recorder of Deeds Office in Plan Book Volume 35, Page 130; thence South  $13^{\circ} 52' 10''$  East 216.15 feet to a point; thence South  $76^{\circ} 07' 50''$  West 10 feet to a point; thence South  $13^{\circ} 52' 10''$  East 332.10 feet to a point; thence North  $76^{\circ} 44' 00''$  East 10 feet to a point; thence South  $13^{\circ} 52' 10''$  East 8.12 feet to a point; thence South  $81^{\circ} 02' 50''$  West along line of land now or formerly of Richard L. Heppner 61.14 feet thence South  $86^{\circ} 58' 00''$  West 186.92 feet along line of land now or formerly of Gordon David Fisher and also along line of land now or formerly of John H. Faist; thence still along line of land now or formerly of John H. Faist South  $80^{\circ} 56' 00''$  West 185.60 feet to a point; thence still along line of land now or formerly of John H. Faist and along line of land now or formerly of Jerome Apt, Jr. North  $68^{\circ} 30' 00''$  West 220.26 feet to a point; thence still along line of land now or formerly of Jerome Apt, Jr. South  $64^{\circ} 12' 00''$  West 184.15 feet to a point in the center line of Woodland Road aforesaid; thence along the center line of Woodland Road North  $19^{\circ} 08' 00''$  West 5 feet to a point; thence still along the center line of Woodland Road North  $29^{\circ} 49' 00''$  West 235.62 feet to a point at the place of beginning.

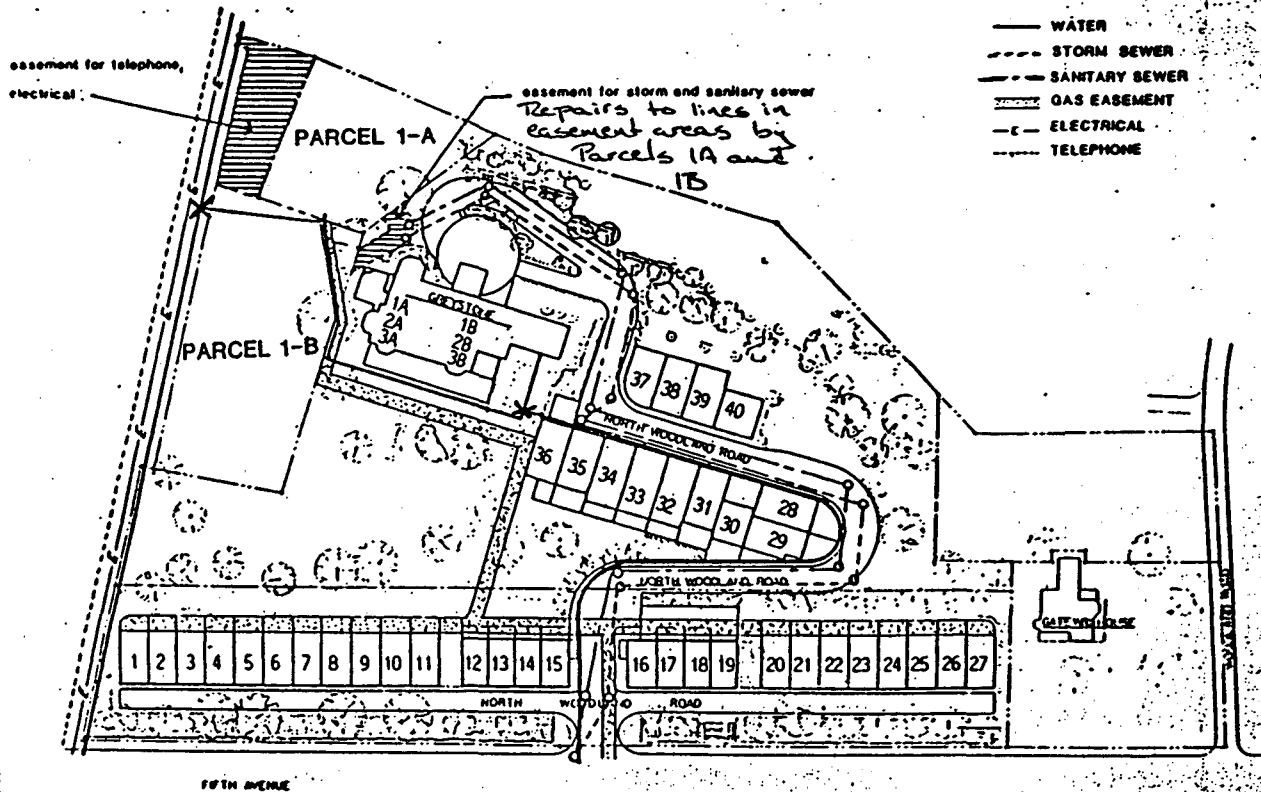
CONTAINING 7.211 acres according to Survey C-4628 prepared by the Gateway Engineers, Inc. for Chatham College and dated April 14, 1983.

BEING designated as Block 85-C, Lot No. 70 and Block 85-B, Lot No. 30 in the Deed Registry Office of Allegheny County, Pennsylvania.

SYNOPSIS "A"

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**EXHIBIT B**



NO. 7416 INCE 363

X - Repairs to water line within X-X by Parcels 1A and 1B

NORTH WOODLAND ROAD

Greystone Plan P.B. Vol. 138  
PGS. 153 & 154

PARCEL 1B

Highmont Plan of Lots  
P.B. Vol. 35 PG. 130

BENEDUM MANSION

Lot 16

LANDSCAPE  
EASEMENT  
PARCEL 5A

Lot 17



$N 66^{\circ} 58' 00'' E 87.50'$

$N 24^{\circ} 50' 28'' E 127.28'$

PARCEL 1A

STRAIGHT-LINE TANGENT  
TO 35.0 AND 87.0 RADII

17.30'

20.61'

85'

$S 86^{\circ} 56' 00'' W 147.00'$

now or formerly  
Gordon D. Fisher

now or formerly  
Richard L. Heppner

Gate

2.5' Pillar

Stone Wall

Marker

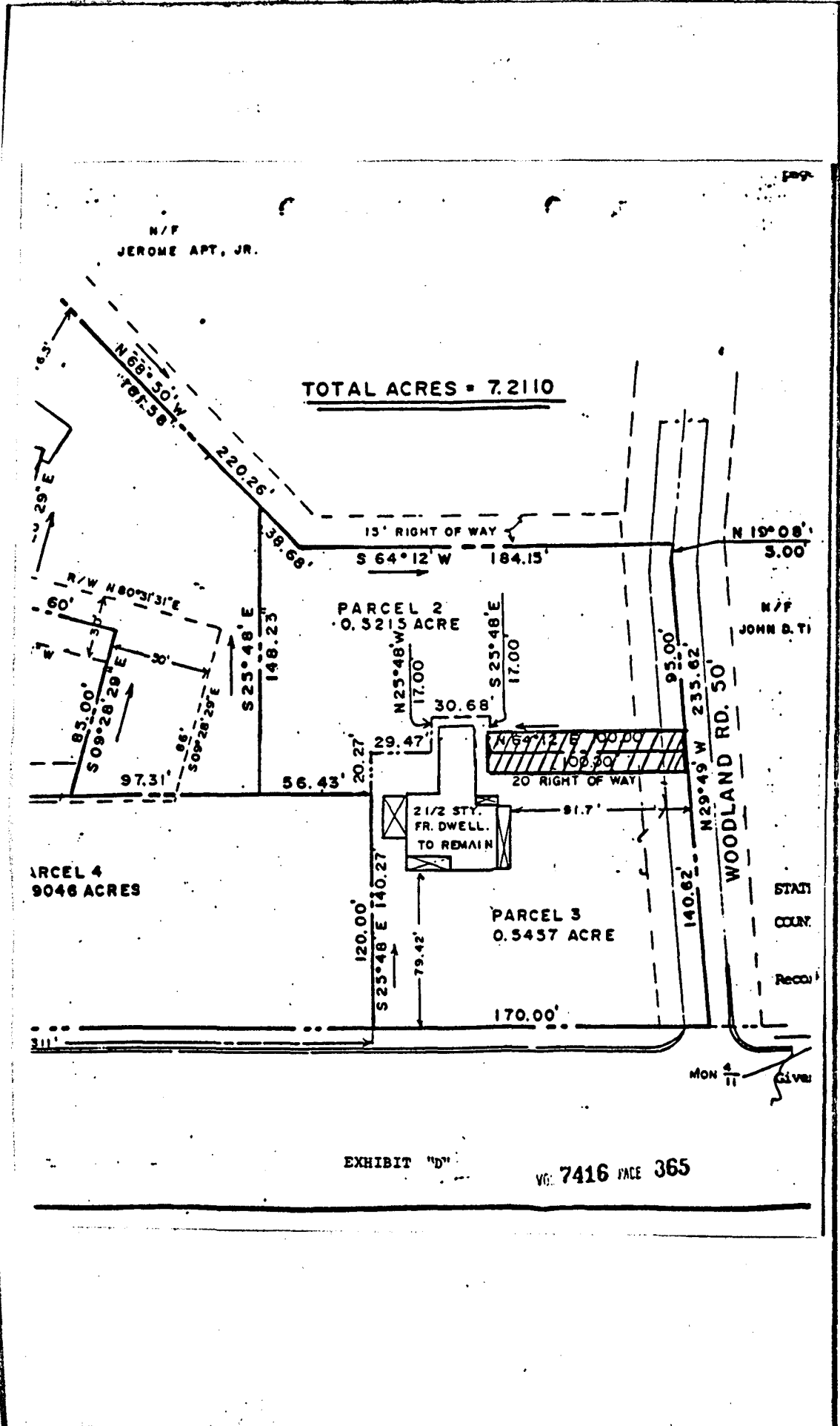
**SITE PLAN**

PARCEL 1A at GREYSTONE

EXHIBIT 'C'

SCALE: 1"=30' Sept. 9, 1988

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N/F  
JEROME APT, JR.

**TOTAL ACRES = 7.2110**

N/F  
JOHN B. TI

EXHIBIT "D"

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Greystone Plan P.B. Vol. 136  
PGS. 153 & 154



BENEDUM MANSION

PARCEL 1B

Contingent  
Easement

Highmont Plan of Lots  
P.B. Vol. 35 PG. 130

Lot 16

Lot 17

PARCEL 5A



(N 25° 31' 04" E 124.8' RECORDED ON PLAN)  
N 24° 50' 26" E 127.26'

PARCEL 1A

STRAIGHT LINE TANGENT  
TO 35.5' RADIUS

20' WIDE RIGHT OF WAY

S 86° 58' 00" E 147.00'

now or formerly  
Gordon D. Fisher

now or formerly  
Richard L. Heppner

**SITE PLAN**

PARCEL 1A at GREYSTONE

KEY

scale: 1"=1'-0" Sept. 9, 1988

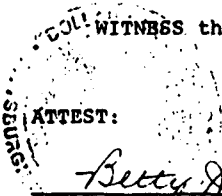
EXHIBIT "E"

NO. 7416 PAGE 366

CONSENT AND SUBORDINATION

The Undersigned, Dollar Bank, Federal Savings Bank ("Lender"), hereby consents to the attached Declaration of Covenants, Conditions, Restrictions and Easements ("Declaration") and subordinates the lien of that mortgage from Greystone Associates, Inc. to Lender dated December 11, 1985, in the original principal sum of \$9,850,000.00 and recorded in the Allegheny County Recorder of Deeds Office in Mortgage Book Volume 8410, page 96 ("the Mortgage") to the Declaration to which this subordination is attached, and the terms and provisions thereof, and agrees that in the event of a foreclosure of the Mortgage or execution on the Note evidencing the indebtedness secured by the Mortgage the terms and provisions of the Declaration will not be affected thereby.

WITNESS the due execution hereof this 16<sup>th</sup> day of October, 1986.



ATTEST:

Betty J. Strait  
Secretary

DOLLAR BANK, FEDERAL SAVINGS BANK

By David A. Niekirk  
Vice President

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF ALLEGHENY )

SS:

On this 16<sup>th</sup> day of October, 1986, before me the undersigned officer, personally appeared David A. Niekirk, who acknowledges himself to be Vice President of Dollar Bank, Federal Savings Bank, and as such officer of Dollar Bank, Federal Savings Bank, being duly authorized to do so, executed the foregoing instrument in the capacity and for the purposes therein stated.

WITNESS my hand and official seal the day and year aforesaid.

Kathleen M. Chierman  
Notary Public

My Commission Expires:

KATHLEEN M. CHERMAN, NOTARY PUBLIC  
PITTSBURGH, ALLEGHENY COUNTY  
MY COMMISSION EXPIRES SEPT. 10, 1990  
Member, Pennsylvania Association of Notaries



OCT-20 86 124766

*1442 Pgh*

DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND  
EASEMENTS

BY

①

GREYSTONE ASSOCIATES, INC.

56-50

Am

MB 668

MAIL TO:

Kevin McKeegan, Esq.  
1300 Oliver Building  
Pittsburgh, PA 15222




COMMONWEALTH LAND  
TITLE INSURANCE COMPANY  
A Reliance Group Company  
UNION TITLE DIVISION  
210 Grant Street  
Pittsburgh, PA 15219

STATE OF PENNSYLVANIA ) S.S.  
COUNTY OF ALLEGHENY )

RECORDED IN THE OFFICE FOR THE RECORDING OF  
DEEDS, ETC. IN AND FOR THE SAID COUNTY, ON THE 20th  
DAY OF OCTOBER, A.D. 19 86 IN DEED.....  
BOOK VOL. 7416.....PAGE..... WITNESS MY HAND AND  
SEAL OF SAID OFFICE THE DAY AND YEAR AFORESAID.

*Michael J. Kelly* RECORDER



OCT 20 3 57 PM '86  
RECORDS OF DEEDS  
ALLEGHENY COUNTY, PA

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