

TIMBERIDGE CONDOMINIUM  
ASSOCIATION

AMENDED AND RESTATED  
DECLARATION

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AMENDED AND RESTATED

DECLARATION

OF

TIMBERIDGE CONDOMINIUM ASSOCIATION

ARTICLE I

SUBMISSION: DEFINED TERMS

Section 1. Declarant: Property: County: Name. - The Gillespie Children Trust, the successors to the Danielson Construction Company, Declarant of the Timberidge Condominium No. 1 recorded a Declaration for Timberidge Condominium No. 1 (“Declaration”) in the Recorder’s Office of Allegheny County, Pennsylvania, at Plan Book Volume 7009, Pages 338 through 370, inclusive.

The provision of this Amendment shall, as of the date hereof, be deemed to be fully incorporated by reference in, constitute a part of, and amend the provisions of, the Declaration, which, except as amended, shall continue in full force and effect in accordance with its terms and conditions (AMENDED DECLARATION, August 14, 1987); eg, Units will be conveyed by Danielson to the purchasers as condominium units pursuant to Agreements of Sale (DECLARATION, December 27, 1984).

Section 2. Easements. The Gillespie Children Trust, the Declarants described in Section 1, above, having conveyed to the purchasers (Unit Owners) by Agreements of Sale all of the one hundred and twenty one (121) townhouse condominium Units which comprise the Condominium known as “Timberidge Condominium No. 1”; and the Unit Owners having formed a representative Homeowners Association named the “Timberidge Condominium Association” which to the Declaration ARTICLE I, Section 1, above, and the Pennsylvania Uniform Condominium Act the interest of the Declarant are deemed to have satisfied and the Governing Body of the Timberidge Condominium has become the Timberidge Condominium Association.

Section 3. Defined Terms.

- (a) Terms not otherwise defined herein, in the Bylaws or in the Plats and Plans, as they may be amended, shall have the meanings specified or used in the Act.
- (b) The following terms, some of which are used or defined in general terms in the Act, shall have specific meanings hereunder and under the Bylaws as follows:

Section 3 – Defined Terms – continued

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

(2) “Association” means the association of persons owning Units in the Condominium and designated as the Timberidge Condominium Association.

(3) “Building” means the two and one-half (21/2) story building containing between four (4) and eight (8) Condominium Units referred to herein as Buildings 1 through 18, inclusive.

The location of the Buildings and Units as defined herein, are drawn and depicted in Sheets 1 through 3, inclusive, of the Amended Plat and Plans as recorded in the Recorder’s Office of Allegheny County, Pennsylvania, at Plan Book Volume 138, Pages 40 through 50, inclusive. The dimensions of the Buildings and Units are drawn and depicted in Sheets 4 through 8, of the Amended Plats and Plans, (AMENDMENT Dated October 7, 1986.)

(4) “Bylaws” means the Bylaws of the Association.

(5) “Common Elements” means and includes:

(i) the Land on which the Building(s) is located and those portions of the Building(s) which are not included in any Unit;

(ii) the foundations, structural parts, supports, main walls, and roofs of the Buildings.

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

(iv) portions of the Land and Building(s) used exclusively for the management, operation or maintenance of the Common Element;

(v) installations of all central services and utilities;

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

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

Section 3 – Defined Terms (5) – continued

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

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

(6) “Common Expenses” means and includes:

A. In General

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

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

(iii) expenses determined to be Common Expenses by the Executive Board and lawfully assessed against the Unit Owners in accordance with the Bylaws.

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

(v) utility charges for utility services to the Common Elements;

(vi) the expense of maintaining, repairing or replacing sewer and water lines.

B. Utilities

(i) The use of electricity and gas services supplied for the benefit of each Unit and its respective Limited Common Elements shall be separately metered and the cost therefore shall be paid for by each Unit Owner. The use of such services or the benefit of the Common Elements shall be separately metered and the costs therefore shall be allocated as a Common Expense. (Amendment Dated: March 27, 1984.)

Section 3 - Defined Terms - continued

(7) “Condominium” means the Land, Buildings and Property submitted to the Act and Designated as the Timberidge Condominium Association.

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

(9) “Convertible Real Estate” means a portion of this Flexible Condominium not within a Building containing a Unit, within which additional Units or Limited Common Elements, or both, may be created.

(10) “Declarant” means the Declarant and all successors and assigns to their Special Declarant Rights.

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

(12) “Executive Board” means the Executive Board of the Timberidge Condominium Association which shall act on behalf of the Association.

(13) “Flexible Condominium” means a condominium containing withdrawable or convertible real estate, a condominium to which additional real estate may be added or a combination thereof. The Flexible Condominium created hereby provides for Convertible Real Estate.

(14) “Homeowner Association” means Timberidge Condominium Association, an association of persons who, as owners of Units in the Condominium, are also members of an association owning and operating the Open Space in accordance with and pursuant to the Declaration of Covenants, Conditions and Restrictions of Timberidge Condominium Association dated December 27, 1984, as further amended and recorded in the Office of the Recorder of the Recorder of Deeds of Allegheny County, Pennsylvania.

(15) “Land” means the land described in Exhibit “A” attached hereto and incorporated herein.

(16) “Limited Common Elements” means portions of the Common Elements allocated to the exclusive use and enjoyment of a specific Unit and designated as such on the Plats and Plans. Such portions so allocated include, if applicable, driveways, leadwalks, porches, patios as indicated on the Plats.

Section 3- Defined Terms – continued

(17) “Majority” or “Majority of the Unit Owners” means the owners of more than fifty (50%) percent of the persons owning Townhouse Units in fee simple.

(18) “Mortgagee” means any lender holding a first mortgage encumbering any Unit.

(19) “Open Area” is the land owned, maintained and regulated by the Homeowners Association for whose use each member must pay his prorata share of the costs in accordance with the Declaration of Condominium of the Homeowners Association. “Open Area” is referred to also as “Common Area”.

(20) “Percentage Interest” means each Unit Owners undivided Ownership interest in the Common Elements as set forth in Exhibit “B” attached hereto and incorporated herein.

(21) “Person” means a natural individual, corporation, partnership, association, trustee, or other legal entity.

(22) “Plats and Plans” means the Plats and Plans incorporated herein and recorded simultaneously herewith.

(23) “Property” means the Land with all easements, rights and appurtenances thereunto belonging and the Building or buildings constructed thereupon.

(24) “Resident” means any lawful occupant of a Unit, including lessees under lease from a Unit Owner.

(25) “Rules and Regulations” means rules and regulations promulgated by Executive Board in accordance with the Condominium Documents and the Act.

(26) “Special Declarant Rights” or “Declarant’s Special Rights” means the reservation of options or other rights for the benefit of the Declarant as provided in Section 3103 of the Act, including the Right to convert Convertible Real Estate.

(27) “Unit” means a Unit as Described herein and in the Plats and Plans.

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



Section 3 - Defined Terms – continued

(29) “Unit Owner” means the person or persons owning a Unit in fee simple.

ARTICLE II

BUILDING ON THE LAND: UNIT BOUNDARIES

Section 1. Location of Building. The location, dimensions and area of the Buildings are shown on the Plan.

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

(a) The location, dimensions and area of the Units within the Buildings are shown on the Plans. A list of all Units, their respective identifying numbers, and the Percentage Interest in the Common Elements appurtenant to each Unit are contained in Exhibit “B”. Interests shall not be altered except by an Amendment to this Declaration executed by all Unit Owners affected thereby. The total undivided interest in Common Elements assigned to all Units shall at all times aggregate one hundred (100%) percent.

Section 3. Location of Common Elements. The locations of the Common Elements are shown on the Plats and Plans. Patios, fences and driveways shown adjacent to any Unit are Limited Common Elements appurtenant to such Unit.

Section 4. Unit Boundaries. Each Unit consists of the space within the following Boundaries:

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

(1) Upper Boundary: The horizontal plane of the bottom surface of the concrete ceiling slab or wooden or drywall surface constituting the ceiling of the Unit.

(2) Lower Boundary: The horizontal plane of the top surface of the concrete slab or wooden slab constituting the lowest floor of the Unit.

Section 4 - Unit Boundaries - (2) - continued

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

(c) Porches and patios, as set forth in the Plats and Plans are Limited Common Elements allocated solely to the Unit to which it is appurtenant. The boundary of such Limited Common Elements shall extend beyond the exterior perimeter wall out to the vertical plane made by the inside surface of the perimeter fences or walls, if any, or said porch or patio. The horizontal floor surface of said Unit shall prescribe the lower boundary of the porch or patio and the horizontal surface of the plane created by a horizontal extension of the Unit's ceiling shall prescribe the upper boundary of the porch or patio. The air space over the porch or patio, this described, shall constitute part of the Limited Common Elements. The wall and windows, if any, between the porch or patio and the rest of the Unit shall be a Limited Common Element.

(d) Each Unit shall include the items within the Boundaries as described in Paragraphs (1) and (3) of 3202 of the Act and shall have the benefit of the use of the Limited Common Elements described in 3202 of the Act, or designated on the Plans, as being allocated to such Unit.

(e) The Unit identification numbers are shown in Exhibit "B".

(f) If any chute, flue, duct, wire, pipe, conduit, bearing wall, window, door bearing column or other fixture or structural element lying partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one (1) Unit or any portion of the Common Elements is a part of the Common Elements.

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

Section 5. Maintenance Responsibilities. Each Unit Owner shall be obligated to maintain and repair his Unit and to make replacements when appropriate. Maintenance, repair and appropriate replacements in the Common Elements, including the Limited Common Elements, shall be the obligation of the Association in accordance with the provisions of 3307 of the Act.

ARTICLE III

VOTING AND COMMON EXPENSES

Section 1. Voting.

- (a) At any meeting of the Association, the Unit Owners of each Unit, collectively, shall be entitled to cast one (1) vote.

Section 2. Common Expenses.

- (b) The common expenses shall be assessed against all Units equally.

ARTICLE IV

USE RESTRICTIONS

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

(1) Use of Units.

- (a) Each Unit shall be used solely for residential housing.
- (b) <sup>1</sup>LEASING PROHIBITED. Except as otherwise set forth herein, leasing or renting of Units at Timberidge Condominium Association is strictly prohibited. For purposes of this prohibition, any occupancy of a Unit by an individual or individuals other than those residing with at least one (1) Unit Owner of record on the recorded Deed shall be deemed a lease regardless of whether rent or other consideration is exchanged between the parties.
  - (i) IMMEDIATE FAMILY EXCEPTION. Any lease by and between a Unit Owner and their children, parents and/or grandparents shall

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<sup>1</sup> As amended by an affirmative vote of 67.8% of the Unit Owners and effective beginning November 14, 2017 as recorded with the Allegheny County Department of Real Estate.

not constitute a lease. However, said occupants shall remain subject to all rules and regulations of the Association.

- (ii) GRANDFATHERED LEASING RIGHTS FOR CURRENT OWNERS. The prohibition against leasing or renting does not apply to the current Unit Owners. All Unit Owners of record as of the date of the recording of this Amendment shall have grandfathered leasing rights and shall be permitted to lease their respective Units until the Unit is transferred and/or sold for any reason. When any Unit is transferred and/or sold for any reason, the new Unit Owners shall be subject to the terms of the within Amendment. Any Unit Owner that sells a Unit following the date of recording of this Amendment shall be required, whether engaged in leasing or rental activity or otherwise, to notify any potential buyer or the purchaser of the prohibition against leasing or renting.

SECTION 2: Except to the extent of any inconsistency herewith, all of the remaining provisions of the Declaration shall remain in full force and effect.

Section 1 – Use, Purposes, and Restrictions – (1) – continued

(c) No advertising signs may be displayed on the Property. Only signs that comply with Rules or Regulations approved by the Executive Board may be displayed.

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

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

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

(4) Structural Integrity. Nothing shall be placed in or done to any Unit or to or in the Common Elements which would impair the structural integrity of the Building or Buildings or which would structurally alter the Building or Buildings.

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

Section – Use, Purposes and Restrictions. - continued

(6) Powers of Executive Board to Enforce. The Executive Board shall have the power to make such Rules and Regulations as may be necessary to carry out the intent of the Condominium Documents, and shall have the right to bring law suits to enforce the Rules and Regulations promulgated by the Executive Board. The Executive Board shall have the right to levy fines for violations of the Declaration, By-Laws, and Rules and Regulations, provided that the fine for a single violation may not exceed Twenty-Five (\$25.00) Dollars, or such amount as may be determined by the Executive Board, for each day the violation continues after notice has been given. Any fine so imposed shall have the effect of an assessment and collection may be pursued by the Executive Board in the same manner as the collection of Common Expenses is pursued.

ARTICLE V

EASEMENTS

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

Section 1. Utility Easements - Right of Entry. The Units and the Common Elements shall be, and are hereby, made subject to easements in favor of the Unit Owners and the Association, appropriate utility and service companies and governmental agencies or authorities

for the installation and service of such utility and service lines and equipment as may be necessary if desirable to serve any portion of the Property. The easements created in this Section shall include, without limitation, rights of the Unit Owners and the Association, or any utility company providing utility or service, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities electrical wires, conduits and equipment and ducts and vents over, under, through Units shall not be substantially altered so as to materially interfere with the use or occupancy of a Unit but rather such easements shall remain as close as reasonably possible to their locations at the time of the first conveyance of the Unit by the Declarant.

Section 2. Encroachments and Support. Each Unit and the Common Elements shall be subject to an easement for encroachments created by construction, settling and overhangs as designed or constructed. An easement for said encroachments and for the maintenance of same, so long as they stand, shall and does exist. In the event that the building is partially or totally destroyed and then rebuilt, the Unit Owners of the Units so affected covenant that minor encroachments of parts of the adjacent Units or Common Elements due to removal, replacement, or construction shall be permitted and that easement for said encroachments and the maintenance thereof shall exist. Every portion of a Unit contributing to the support of an abutting Unit shall be burdened with an easement of support for the benefit of such abutting Unit. An 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 adjoining Unit notwithstanding the inclusion of such wall within the vertical boundaries of such adjoining Unit.

Section 3. Pedestrian Easements. There is hereby created an easement for a pedestrian right-of-way over and across the Common Elements, for the purpose of pedestrian passage by all persons lawfully upon the Common Elements.

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

whenever practicable, only after advance notice to, and with the permission of the Unit Owner or Unit Owners directly affected thereby.

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

## ARTICLE VI

### POWERS OF ASSOCIATION, RESERVES, ASSESSMENTS

Section 1. Reserve Accounts. The Association shall have the power to create working capital, reserve or replacement and contingency accounts, and to assess the Unit Owners for contributions to the said accounts

Section 2. Exterior Maintenance. In addition to maintenance upon the Common Elements, the Association shall as a Common Expense provide exterior maintenance upon the Building as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces and other exterior improvements, including porches and patios. In order to maintain a consistent street-side appearance among all Buildings, the Association shall also paint front entrance doors and garage doors as part of the Common Expense. Such exterior maintenance shall not include glass surfaces and window fixtures. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Unit Owner, Resident or their family, guest, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Unit is subject.

Section 3. Assessment of Charges. All sums assessed by resolutions duly adopted by the Executive Board against any Unit for its share of Common Expenses or any fine imposed against a Unit Owner shall constitute a lien against that Unit in accordance with Section 3315 of the Act and also shall be the personal liability of the Unit Owner so assessed. Unit Owners shall be obligated to pay interest at the rate of fifteen (15%) percent per annum from the due date on

all late payments of assessments. Such unpaid assessments shall constitute a lien against such Unit which shall be enforceable as provided in the Act or as otherwise permitted by law.

Section 4. Method of Enforcing Charges. Any charge assessed against a Unit may be enforced by suit by the Association acting on behalf of the Unit Owners in an action in assumpsit or by enforcement as a lien in accordance with the Act, or both. Any judgment against a Unit and its Owner shall be enforceable in the same manner as is otherwise provided by law. The Association may bring an action at law against the Unit Owner personally obligated to pay the same, or foreclose the lien against the Unit as provided in the Act. The Association, acting on behalf of the Unit Owners, shall have the power to bid for an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his Unit.

Section 5. Unpaid Assessments at Time of Voluntary Sale of a Unit. Upon the voluntary sale or conveyance of a Unit, the Grantee shall be jointly and severally liable with the grantor for all unpaid assessments for Common Expenses which are a lien or charge against the Unit as of the date of the sale or conveyance, but such joint and recover from the grantor the amount of any such unpaid assessments which the grantee may pay, and until any such assessments are paid, there shall continue to be a charge against the Unit which may be enforced in the manner set forth herein. Any person who shall have entered into a written agreement to purchase a Unit shall be entitled to a resale certificate as required by the Act.

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

<sup>2</sup>Section 7. Transfer fee: In order to supplement the Association's reserves, each New Buyer shall, upon the purchase of a Timberidge Unit, pay to the Association a transfer fee in accordance with the following schedule: if closing on the sale occurs prior to 12/31/2010 -\$500, if closing on the sale occurs after 12/31/2011 but prior to 12/31/2020, \$750. If closing on the sale occurs after 01/01/2021 - \$1,000. For purposes hereof, a "sale" shall be the conveyance of a Unit for which Pennsylvania Realty Transfer Tax is payable. The Association requests this amount be collected at closing from the Buyer per the governing documents."

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<sup>2</sup> As approved by 71% affirmative vote of the Unit Owners and recorded in Allegheny County Recorder of Deeds on September 3, 2008, Book Volume 13721, page 421



ARTICLE VII

UNITS SUBJECT TO DECLARATION BYLAWS

Section 1. All present and future Unit Owners, Residents of Units, Mortgagees and their agents and employees, and any other person who may occupy a Unit or utilize the facilities of the Condominium shall be subject to and shall comply with the provisions of this Declaration and the Bylaws, as they may be amended. The acceptance of a Deed or the Execution of a lease or contact conveying an interest in, or the occupancy of any Unit shall constitute as agreement to be so bound.

ARTICLE VIII

SEVERABILITY

Section 1. In the event that any provision of the Condominium Documents is determined to be invalid or unenforceable, it shall be considered severed and shall not be deemed to impair or affect in any manner the validity, enforceability or 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 herein. In the event of any conflict between the Condominium Documents and the Act, the Act shall control, excepting in those instances where the Act by its terms, authorizes the variation of its provisions, and in such case the Condominium Documents shall control.

ARTICLE IX

WAIVER

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

ARTICLE X

GENDER: SINGULAR AND PLURAL

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

ARTICLE XI

TERMINATION

Section 1. The condominium form of ownership arrangement may be terminated in accordance with Section 3220 of the Act, provided no such termination shall be effective unless the same is executed by all of the Unit Owners and by the holders of all mortgages, judgments, or other liens affecting the Units.

ARTICLE XII

INSURANCE

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

ARTICLE XIII

MECHANICS' LIEN

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

ARTICLE XIV

AMENDMENT OF DECLARATION

Section 1. Except as otherwise permitted by Section 3219 of the Act, this Declaration may be amended only by an affirmative vote of Unit Owners of Units to which at least sixty-seven (67%) percent of the votes in the Association are allocated. The vote may be in person or by proxy at a meeting duly held in accordance with the By-Laws. Subject to Section 3221 of the Act, no amendment may be made, following recordation hereof, which would have the effect of causing a change in the Units or a change in the Percentage Interest in the Common Elements allocated to the Units except by the recording of an amendment duly executed by all Unit Owners affected thereby and their mortgagees. No amendment shall be effective until recorded in the Office of the Recorder of Allegheny County. The Secretary shall prepare, execute, certify and record amendments to the Declaration on behalf of the Association.

EXHIBIT "A"

Beginning at a point on the westerly line of Lot No. 2 in the Clifton Creek Plan of Lots as recorded in the Recorders of Deeds Office of Allegheny Count, Pennsylvania in P.B.V. 132. Pgs. 104 & 105, Timberidge Drive (Private Road) on the dividing line of land now or formerly D.D. Dunkle at it's intersection with the northerly right of way line of Clifton Road, (L.R. 02327); thence along said northerly line S. 51 degrees 18' 00" E a distance of 50.45' to a point on the easterly line of aforesaid Lot No. 2; thence along said easterly line N 30 degrees 02' 20" E a distance of 361.97' to a point on line of lands of Danielson Construction Co.: thence the following seven (7) courses and distances through lands of Danielson Construction Co.: being the easterly line of Private Road right of way: thence N 44 degrees 07'27" E a distance of 8.10' to a point; thence N 29 degrees 36' 54" E a distance of 147.84' to a point: thence N 31 degrees

TIMBERIDGE CONDOMINIUM ASSOCIATION DECLARATION – continued

10' 00" E a distance of 104.37' to a point, thence N 00 degrees 58' 00" E a distance of 305.00' to a point; thence N 06 degrees 26' 00" W a distance of 334.87' to a point; thence N 10 degrees 09' 00" W a distance of 294.55' to a point; thence 10 degrees 00' 00" W a distance of 484.66' to a point on the dividing line of land of the grantors herein and the southerly line of Lot No. 87 in the Bethel Ridge Manor No. 6 as recorded in said Recorder of Deeds Office in P.B.V. 79, Pg. 36 & 37; thence along said dividing line N 84 degrees 25' 50" W a distance of 49.10 to a point; thence the following seven (7) courses and distances through lands of Danielson Construction Co. being the westerly right of way line of Timberidge Drive: thence S 18 degrees 00' 00" E a distance of 501.21' to a point; thence S 10 degrees 09' 00" E a distance of 290.00' to a point; thence S 06 degrees 26' 00" E a distance of 330.50' to a point; thence S 00 degrees 58' 00" W a distance of 280.00' to a point; thence S 31 degrees 10' 00" W a distance of 101.50' to a point; thence S 29 degrees 36' 54" W a distance of 148.71' to a point; thence S 35 degrees 55' 45" W a distance of 19.23' to a point on the aforesaid westerly line of Lot No. 2; thence S 30 degrees 02' 20" W a distance of 343.41' to a point at the place of beginning.

EXHIBIT "B"

UNIT	STREET NUMBER	% OF COMMON INTEREST	VOTE	UNIT	STREET NUMBER	% OF COMMON INTEREST	VOTE
1-A	115	.8265	1	10-A	1000	.8265	1
1-B	113	.8265	1	10-B	1002	.8265	1
1-C	111	.8265	1	10-C	1004	.8265	1
1-D	109	.8265	1	10-D	1006	.8265	1
1-E	107	.8265	1	10-E	1008	.8265	1
1-F	105	.8265	1	10-F	1010	.8265	1
1-G	103	.8265	1				
1-H	101	.8265	1	11-A	1115	.8265	1
				11-B	1113	.8265	1
2-A	200	.8265	1	11-C	1111	.8265	1
2-B	202	.8265	1	11-D	1109	.8265	1
2-C	204	.8265	1	11-E	1107	.8265	1
2-D	206	.8265	1	11-F	1105	.8265	1
				11-G	1103	.8265	1
3-A	315	.8265	1	11-H	1101	.8265	1
3-B	313	.8265	1				
3-C	311	.8265	1	12-A	1200	.8265	1
3-D	309	.8265	1	12-B	1202	.8265	1
3-E	307	.8265	1	12-C	1204	.8265	1
3-F	305	.8265	1	12-D	1206	.8265	1
3-G	303	.8265	1	12-E	1208	.8265	1
3-H	301	.8265	1	12-F	1210	.8265	1
4-A	400	.8265	1	13-A	1315	.8265	1
4-B	402	.8265	1	13-B	1313	.8265	1
4-C	404	.8265	1	13-C	1311	.8265	1
4-D	406	.8265	1	13-D	1309	.8265	1
4-E	408	.8265	1	13-E	1307	.8265	1
4-F	410	.8265	1	13-F	1305	.8265	1
				13-G	1303	.8265	1
5-A	515	.8265	1	13-H	1301	.8265	1
5-B	513	.8265	1				
5-C	511	.8265	1	14-A	1400	.8265	1
5-D	509	.8265	1	14-B	1402	.8265	1
5-E	507	.8265	1	14-C	1404	.8265	1
5-F	505	.8265	1	14-D	1406	.8265	1

TIMBERIDGE CONDOMINIUM ASSOCIATION DECLARATION – continued

5-G	503	.8265	1	14-E	1408	.8265	1
5-H	501	.8265	1	14-F	1410	.8265	1
6-A	600	.8265	1	15-A	1515	.8265	1
6-B	602	.8265	1	15-B	1513	.8265	1
6-C	604	.8265	1	15-C	1511	.8265	1
6-D	606	.8265	1	15-D	1509	.8265	1
6-E	608	.8265	1	15-E	1507	.8265	1
6-F	610	.8265	1	15-F	1505	.8265	1
				15-G	1503	.8265	1
7-A	715	.8265	1	15-H	1501	.8265	1
7-B	713	.8265	1				
7-C	711	.8265	1	16-A	1600	.8265	1
7-D	709	.8265	1	16-B	1602	.8265	1
7-E	707	.8265	1	16-C	1604	.8265	1
7-F	705	.8265	1	16-D	1606	.8265	1
7-G	703	.8265	1	16-E	1608	.8265	1
7-H	701	.8265	1	16-F	1610	.8265	1
8-A	800	.8265	1	17-A	1711	.8265	1
8-B	802	.8265	1	17-B	1709	.8265	1
8-C	804	.8265	1	17-C	1707	.8265	1
8-D	806	.8265	1	17-D	1705	.8265	1
8-E	808	.8265	1	17-E	1703	.8265	1
8-F	810	.8265	1	17-F	1701	.8265	1
9-A	915	.8265	1	18-A	1808	.8265	1
9-B	913	.8265	1	18-B	1806	.8265	1
9-C	911	.8265	1	18-C	1804	.8265	1
9-D	909	.8265	1	18-D	1802	.8265	1
9-E	907	.8265	1	18-E	1800	.8265	1
9-F	905	.8265	1				
9-G	903	.8265	1				
9-H	901	.8265	1				