

DECLARATION OF CONDOMINIUM
OF
THE WINDOM HILL PLACE CONDOMINIUM
ARTICLE I

SUBMISSION; DEFINED TERMS

Section 1.1 Declarant; Property; County; Name. **WINDOM HILL PLACE LIMITED PARTNERSHIP**, a Pennsylvania Limited Partnership ("Declarant"), as owner in fee simple of the real estate described in Exhibit A attached hereto and made a part hereof, located in the 17th Ward, City of Pittsburgh, Allegheny County, Pennsylvania (the "Real Estate"), hereby submits the Real Estate, including and/or subject to all easements, rights and appurtenances thereunto belonging or pertaining and the Buildings and improvements erected or to be erected thereon (collectively, the "Property") to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. § 3101 *et seq.* (as the same may be amended from time to time, the "Act"), and hereby creates with respect to the Property a condominium, to be known as **Windom Hill Place Condominium, a flexible Condominium** (the "Condominium").

Section 1.2 Easements and Licenses. Included among the easements, rights and appurtenances referred to in Section 1.1 above are the recorded easements and licenses described on Exhibit "B" attached hereto and made a part hereof, and the Real Estate is hereby submitted to the Act together with and/or subject thereto

Section 1.3 Defined Terms.

Section 1.3.1 Capitalized terms not otherwise defined herein or in the Plots and Plans shall have the meanings specified or used in the Act.

Section 1.3.2 The following terms are used or defined in general terms in the Act and shall have specific meanings herein as follows:

(A) "Association" means the Unit Owners' Association of the Condominium and shall be known as The Windom Hill Place Condominium Association.

(B) "Building(s)" means any building(s) included in the Property.

(C) "Bylaws" means the document having that name and providing for the governance of the Association, pursuant to § 3306 of the Act, as such document may be amended from time to time.

(D) "Common Elements" means all portions of the Condominium other than the Units.

(E) "Condominium" means the Condominium described in Section 1.1 above.

(F) "Convertible Real Estate" means that portion of the Condominium identified on the Plots and Plans as Convertible Real Estate and described in Exhibit C attached hereto and made a part hereof, and on which Declarant may, but need not, build up to four (4) additional Units.

(G) "Declarant" means the Declarant described in Section 1.1 above.

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

(I) "Executive Board" means the Executive Board of the Association.

(J) "Plots and Plans" means the Plots and Plans recorded in the Recorder's Office of Allegheny County, Pennsylvania, in regard to this Condominium, which are hereby made a part hereof by reference thereto, as the same may be amended from time to time.

(K) "Property" means the Property described in Section 1.1 above.

(L) "Unit" means a Unit as described herein and in the Plats and Plans.

Section 1.3.3 The following terms when used herein shall have the meanings set forth below:

(A) "Common Expenses" means expenses incurred for the maintenance, repair and replacement of the Common Elements, which shall be assessed against each Unit in accordance with its Percentage Interest.

(B) "Percentage Interest" means the undivided ownership interest in the Common Elements appurtenant to each Unit, as the same may be amended from time to time.

(C.) "Eligible Mortgage" means a mortgage, the name and address of the holder and servicer (if any) of which has been submitted to the

Executive Board. The holder thereof may be referred to as the "Eligible Mortgagee".

(D) "ICF" means Insulated Concrete Form.

(E) "Unit Owner" shall mean the legal owner or owners of a Unit from time to time.

Section 1.4 Declarant intends on developing Windom Hill Place Condominium in two (2) phases. Phase 1 will consist of four (4) Units as shown on the Plots and Plans. Phase 2 may, but need not, be built and will consist of up to four (4) Units.

ARTICLE II

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

Section 2.1 Percentage Interests. The Percentage Interests allocated to the Units are equal. In Phase 1, each of the four (4) Units will have a twenty-five percent (25%) equal share. If the Convertible Real Estate is developed in Phase 2, the Percentage Interests will be adjusted accordingly so that the Percentage Interests allocated to the Units are equal.

Section 2.2 Plots and Plans; Units/Common Elements. The Location and dimensions of the Buildings and the other structures and improvements comprising the Property and the Units and Common Elements of the Condominium are described herein and shown on the Plots and Plans.

Section 2.3 Unit Boundaries. Each Unit consists of the space within the following boundaries, which are also shown in the Plots and Plans:

(A) Upper and Lower (Horizontal) Boundaries: The 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 topside of the roof.

(2) Lower Boundary: The horizontal plane of the bottom surface of the concrete floor in the basement.

(B) Vertical Front, Side and Rear Boundaries: The vertical front and vertical side boundaries of the Unit shall be the vertical planes, extended to intersections with each other and with the upper and lower boundaries:

(1) Vertical Front, Side & Rear Boundaries: At the exterior of each dwelling area comprising part of a Unit, the vertical plane formed by the outside surfaces of masonry, windows, railings and decks which surround the Unit. Each Unit shall also include the items within the rear yard that fall within the rear common exterior wall, the extension of lines along the middle of the side walls dividing the dwelling area of the Units, and the dwelling side of the rear retaining wall.

(2) Vertical Side Boundaries: At the sides of each end Unit that form the exterior side walls of such end Unit (i.e., the side walls of each end Unit that are not shared with another Unit), the vertical plane formed by the outside surfaces of masonry, windows, railings and decks along the sides of such end Unit. At the sides of each Unit that are shared with another Unit, the vertical plane formed by the center of each such shared side wall.

(C) Each Unit shall include the items within the boundaries as described in Paragraphs (1) and (3) of § 3202 of the Act. The Units include the following:

- (1) The wallboards and the finished or decorated surfaces, including paint, lacquer, varnish, wallpaper, paneling, tile, carpeting, and any other material applied to wall, floor or ceiling areas.
- (2) All built-in and installed fixtures and equipment located within a Unit for the exclusive use of the Unit, commencing at the point of connection with the specific utility serving the Unit, including, without limitation, all built-in cabinets, cooking units, dishwasher, laundry tubs, furnace, A/C condenser, duct work, plumbing, electrical panels, and other permanent fixtures, screens, shades, venetian blinds, drapery rods and fixtures, wall-to-wall carpets, and chandeliers.
- (3) All spaces, interior walls and interior partitions and other fixtures and improvements within the title lines described above. Each Unit shall include the items within the title lines of Units as described in Section 3202 of the Act which are appurtenant to the Unit.
- (4) All exterior elements including roofing membrane, masonry, gutters, decks, downspouts, railings, and light fixtures.

Section 2.4 Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units and Common Elements shall be maintained and repaired by each Unit Owner and by the Association in accordance with the provisions of § 3307 of the Act, except as expressly set forth to the contrary herein. If there is a conflict between the provisions of the Act and the Public Offering Documents, the Act shall prevail.

Section 2.5 Relocation of Unit Boundaries; Subdivision and Conversion of Units. No relocation of boundaries between Units, subdivision or conversion of Units will be permitted.

ARTICLE III

EASEMENTS

Section 3.1 Additional Easements. In addition to and in supplementation of the easements provided for by §§ 3216, 3217 and 3218 of the Act, the following easements are hereby created:

Section 3.1.1 Offices and Models. Declarant shall have the right to maintain sales offices, management offices and models throughout the Property. Declarant reserves the right to place one (1) or more models, management offices and sales offices in any Unit it owns in such manner, of such size and in such locations as Declarant deems appropriate. Declarant may from time to time relocate models, management offices and sales offices to different locations within any Unit it owns. Declarant shall have the right to remove any such models, management offices and/or sales offices from any Unit it owns at any time up to thirty (30) days after Declarant ceases to be a Unit Owner.

Section 3.1.2 Utility Easements. The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this Section 3.1.2 shall include, without limitation, rights of Declarant, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and equipment and ducts and vents over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Section 3.1.2, unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first

conveyance of the Unit by the Declarant, or so as not to materially interfere with the use or occupancy of the Unit by its occupants.

Section 3.1.3 Declarant's Easement to Correct Drainage. Declarant reserves an easement on, over and under those portions of the Common Elements not located within a Building for the purpose of maintaining and correcting drainage of surface water to maintain reasonable standards of health, safety and appearance. The easement created by this Section 3.1.3 expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably necessary to achieve this purpose, following which Declarant shall restore the affected property as closely to its original condition as practicable. This easement will extend to the Association once the Declarant no longer owns any Units.

ARTICLE IV

AMENDMENT OF DECLARATION

Section 4.1 Amendment Generally. This Declaration may be amended only in accordance with the procedures specified in Section 3219 of the Act, the other Sections of the Act referred to in Section 3219 thereof and the express provisions of this Declaration.

Section 4.2 Rights of Secured Lenders. Subject to the limitations imposed by Section 3221 of the Act and except as set forth below, no amendment of this Declaration may be made without the prior written approval of all record holders of first mortgages on Units if and to the extent that such approval is required by the Act. In addition, any published requirement of the Federal National Mortgage Association, or its successors (collectively, FNMA) or of the Federal Home Loan Mortgage Corporation, or its successors (collectively, FHLMC) with respect to approval of amendments to the Declaration by holders of mortgages on Units shall be complied with if, at the time such amendment is submitted to the Unit Owners for their approval, one (1) or more mortgages on Units is held by whichever of FNMA or FHLMC imposes such requirement and the Executive Board has been notified in writing that a mortgage is held by the entity imposing such requirement.

ARTICLE V

USE RESTRICTIONS

Section 5.1 Use and Occupancy of Units and Common Elements. The occupancy and use of the Units and Common Elements shall be subject to the following restrictions. The penalty for violations of any restrictions shall be determined by the Executive Board and may include a fine of up to Five Hundred Dollars (\$500):

(A) All units shall be used only and exclusively as a single family dwelling unit for residential purposes only.

(B) Certain Use and Occupancy Restrictions of Units and Common Elements:

(1) The Units and/or Common Elements shall not be used or occupied in any manner offensive, noxious or objectionable, including without limitation, by reason of noise, odors or vibrations, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Unit Owners or their occupants.

(2) There shall be no obstruction of the Common Elements, and nothing shall be left or stored in any Common Elements, nor shall there be any playing in or lounging in the Common Elements without the prior written consent of, and subject to the rules and regulations of, the Executive Board.

(3) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance, applicable for residential use, maintained by the Executive Board on the Property (including without limitation, the Common Elements the Units, or the Real Estate), or contents thereof, without the prior written consent of the Executive Board, which consent may be conditioned upon the Unit Owner bearing the full amount of such increase; further, nothing shall be done or kept in any Unit or in the Common Elements which will be in conflict with or will result in the cancellation of, any insurance.

(4) Each Unit Owner and occupant shall comply with all applicable laws, statutes, ordinances, and regulations in connection with the ownership, use and operation of the respective Unit. No Unit Owner or occupant shall permit anything to be done or kept in the Owner's or occupant's Unit or in or on the Common Elements, which will violate any applicable law, statute, ordinance, or regulation. No waste shall be committed on the Common Elements.

(5) The Executive Board retains exclusive control of the exterior walls and roof of the Building. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or the Building or on the Property, including each Unit's front landscaping area, and no sign, awning, canopy, shutter, radio, microwave or television antenna or dish shall be affixed to or placed on the exterior grounds, walls or the roof or any part thereof, without the prior written consent of the Executive Board. No air conditioner, exhaust fans

or vents of whatever type whatsoever may be installed, other than those installed as of the date of the transfer of the Unit from the Declarant to the Unit Owner, without the prior written consent of the Executive Board.

(6) Each Unit Owner and other occupants shall comply with all federal, state and local statutes, ordinances, regulations and other rules pertaining to hazardous substances, wastes and materials (the "Environmental Laws"). No Unit Owner shall use, generate, manufacture, store, release, dispose of or knowingly permit to exist in, on under or about a Unit, the Common Elements or any portion of the Building or the Property, any hazardous materials except in compliance with the said Environmental Laws. No Unit Owner or occupant shall use, store or dispose of any of the following in, on, under or about a Unit, the Common Elements or any portion of the Building or the Property: kerosene, gasoline or other combustible fluids or materials; any hazardous, toxic, or radioactive materials or supplies (other than those customarily used for household purposes, which are used and stored in compliance with all laws); any foul, or noxious gases or other substances.

(7) No Unit Owner shall cause or permit the overload of any electric wiring or any other system or any device, machine, equipment or other element. Nor shall any Unit Owner cause or permit any machine, equipment or device to be connected to the plumbing or other system thereof, other than by qualified personnel, and only with all required permits and inspections.

(8) Each Unit Owner shall maintain the Owner's Unit in good condition and repair, at the expense of said Unit Owner, including, but not limited to the cleaning and replacement of glass panes in any window serving such Unit.

✓ (9) Each Unit Owner shall be responsible to keep the rear yards mowed and neatly landscaped.

(10) No animals, livestock, fowl or poultry of any kind shall be kept in any Unit, except that household pets may be kept in Units subject to Rules and regulations of the Executive Board.

(11) No Unit Owner shall cause or permit the playing of any radio, TV, stereo, musical instrument or other sound emitting device, or cause or permit any live performance, in such a manner as to annoy or disturb any other Unit Owner or occupant.

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

Section 5.2 Additional Responsibilities of Unit Owners. No Unit Owner shall do or cause to be done any work on or affecting his Unit which would jeopardize the soundness or safety or appearance of the Property, reduce the value thereof of any neighboring Unit, or impair any easement or hereditament therein. It shall be the responsibility of each Unit Owner: (A) to maintain, repair or replace, at his own expense, all portions of his Unit which may cause injury or damage to the other Units or to the Common Elements; (B) otherwise to keep the Unit and all alterations, improvements, fixtures, and personalty therein in good order, condition and repair; (C) to maintain the interior surface of all walls, ceilings and floors within the Unit and otherwise to keep the Unit and all alterations, improvements, fixtures, and personalty therein in good order, condition and repair; (D) to refrain from repairing altering, replacing, painting or otherwise decorating or changing the appearance of any portion of the Common Elements without first obtaining the consent, in writing, of the Executive Board; and (E) to refrain from repairing, altering, replacing, painting, decorating or changing any exterior portions of the Condominium, whether or not exclusively owner or used by the Unit Owner, including windows and doors, without obtaining the written consent of the Executive Board.

ARTICLE VI

MORTGAGES

Section 6.1 Eligible Mortgages. A Unit Owner, other than the Declarant, may not voluntarily encumber or subject his or its Unit to any lien, other than the lien of an Eligible Mortgage. Whether or not they expressly so state, all such Eligible Mortgages and the obligations secured thereby shall be deemed to provide, generally, that the Eligible Mortgage, and the rights and obligations of the parties thereto, shall be subject to the terms and conditions of the Act and this Declaration, and shall be deemed to provide specifically, but without limitation, that the Eligible Mortgagee shall have no right to participate in the adjustment of losses with insurers or in the decision as to whether or not or how to repair or restore damage to or destruction of the Property. When an Eligible Mortgage is delivered to the Eligible Mortgagee, the Unit Owner shall simultaneously provide executed or conformed copies to the Executive Board. The lien of any purposed mortgage which does not comply with all the requirements of this Article VI shall not attach to or affect the Property or any part thereof or interest therein, and shall be of no force and effect as and to the extent that it

purports to relate thereto. The Secretary shall maintain a register of such Eligible Mortgages, showing the names and addresses of the Eligible Mortgagees and the amount secured thereby.

ARTICLE VII

LEASING

Section 7.1 A Unit Owner may lease or sublease his Unit (but not less than his entire Unit) at any time and from time to time provided that (except for a lease or sublease made by (A) Declarant or (B) an Eligible Mortgagee which is either in possession or is a purchaser at judicial sale): (1) no Unit may be leased or subleased for transient or hotel purposes or for an initial term of less than twelve (12) months; (2) no Unit may be leased or subleased without a written lease or sublease in a form which incorporates the Declaration, Bylaws and Rules and Regulations, and which names the Association as a third party beneficiary; (3) a copy of such lease or sublease shall be furnished to the Executive Board within ten (10) days after execution thereof; and (4) the rights of any lessee or sublessee of the Unit shall be subject to, and each such lessee or sublessee shall be bound by, the covenants, conditions and restrictions set forth in the Declaration, Bylaws and Rules and Regulations, and a default thereunder shall constitute a default under the lease or sublease; provided, however, that the foregoing shall not impose any direct liability on any lessee or sublessee of a Unit to pay any Common Expense assessments on behalf of the Owner of that Unit.

ARTICLE VIII

BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

Section 8.1 Quarterly Payments. All Common Expense assessments made in order to meet the requirements of the Association's annual budget shall be payable in equal quarterly installments in advance on the first day of January, April, July and October. Special assessments shall be due and payable in one (1) or more monthly payments, in advance, on the first day of each month, as determined by the Executive Board.

Section 8.2 Subordination of Certain Charges. Any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to Sections 3302(a)(10), (11) and (12) of the Act, shall be subordinate to the lien of an Eligible Mortgage on a Unit.

Section 8.3 Surplus. Any amounts accumulated from assessments for Common Expenses and income from the operation of the Common Elements to which such Common Expenses pertain in excess of the amount required for actual Common Expenses shall be held in reserve or refunded to the Unit Owners, as determined by the Executive Board.

Section 8.4 Assignment of Income Rights. The Association may assign its rights to future income, including payments made on account of assessments for

Common Expenses, to secure any loan obtained by the Association for repairs, replacements or capital improvements to the Common Elements, provided that any such assignment is authorized by the vote of fifty-one percent (51%) or more of the Unit Owners.

Section 8.5 Working Capital Fund. Each annual budget for Assessments of Common Expenses shall include an amount reasonably considered by the Executive Board to be sufficient as a reserve fund for replacements and contingencies. To initiate such reserve, the Declarant shall collect from each of its Units grantees, at time of settlement, an amount equal to one (1) quarterly installment of the assessment in effect at the time. Assessments shall be made as necessary to maintain said minimum reserves equal to one (1) quarterly installment. Any payments made into this fund shall not be considered an advance payment of regular assessments.

Section 8.6 Reserve Fund. The Association may establish an adequate reserve fund for repair and replacement of non-recurring Common Expenses or may levy a Special Assessment as set forth in Section 8.8 hereof.

Section 8.7 Accounting. On or before the date set forth in the By-Laws, the Executive Board shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding fiscal year actually incurred and paid together with a tabulation of the amounts collected pursuant to the annual budget or monthly assessments and leases and sales of property owned or managed by the Executive Board on behalf of the Association, and showing the net excess or deficit of income over expenditures plus reserves.

Section 8.8 Further Assessments. If any annual budget proves inadequate for any reason, including non-payment of any Unit Owner's quarterly assessments, or non-recurring Common Expense not set forth in the annual budget as adopted, the Executive Board may at any time levy further assessments ("Special Assessments") which shall be shared equally by the Unit Owners. Such Special Assessments shall be payable over such period of time as a majority of the Executive Board may determine. The Executive Board shall serve notice of Special Assessments on all Unit Owners by a statement in writing giving the amount and reasons therefore, which Special Assessments shall become effective and determined by the Executive Board.

Section 8.9 Acceleration. If a Unit Owner is in default in the payment of the aforesaid charges or quarterly assessments for sixty (60) days, the Executive Board may, in addition to all other remedies in the Act or Declaration contained, accelerate all other quarterly assessments to become due for the fiscal year in which such default occurs; provided, however, a foreclosing Eligible Mortgagee shall be entitled to automatic subordination of such assessments in excess of the amount given priority over mortgage liens in the Uniform Condominium Act.

Section 8.10 Late Charges, Interest and Other Charges. Each Unit Owner shall pay a late charge in the amount set by the Executive Board for the payment of any assessment paid after the tenth (10th) day following the date on which such assessment was due. All sums assessed by the Executive Board against a Unit Owner as a regular or special assessment shall bear interest thereon at a maximum rate of twelve percent (12%) interest per annum, from the tenth (10th) day following default in payment of any monthly assessment when due. Any delinquent Unit Owner shall also be obligated to pay: (A) All expenses of the Executive Board, including costs and reasonable attorney's fees, incurred in the collection of the delinquent assessments by legal proceedings, or otherwise; (B) any amounts paid by the Executive Board for taxes or on account of superior liens, or otherwise to protect its liens; and (C) an administrative fee for billing, dunning and collections; and a fee for each NSF or stop payment check in such amounts as reasonably determined by the Executive Board.

Section 8.11 Resale Certificate Disclosure and Capital Improvement Fees. Resale Certificate Disclosure and Capital Improvement Fees shall be charged as determined by the Executive Board and permitted in Section 3302(12) of the Act.

ARTICLE IX

RIGHTS OF ELIGIBLE MORTGAGEES

Section 9.1 Reports and Notices. Upon the specific written request of an Eligible Mortgagee or its servicer to the Executive Board, the Eligible Mortgagee shall be entitled to receive some or all of the following as designated in the request:

- (A) Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Executive Board to the Owner of the Unit covered by the mortgage;
- (B) Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Unit Owners;
- (C) Copies of notices of meetings of the Unit Owners and the right to designate a representative to attend such meetings;
- (D) Notice of the decision of the Unit Owners to make any material amendment to this Declaration;
- (E) Notice of substantial damage to or destruction of any Unit (the repair of which would cost in excess of Five Thousand Dollars (\$5,000)) or any

part of the Common Elements (the repair of which would cost in excess of Ten Thousand Dollars (\$10,000));

(F) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property;

(G) Notice of any default by the owner of the Unit which is subject to the mortgage, where such default is not cured by the Unit Owner within thirty (30) days after the giving of notice by the Association to the Unit Owner of the existence of the default;

(H) The right to examine the books and records of the Executive Board during weekday, normal business hours; or

(I) Notice of any decision by the Executive Board to terminate professional management and assume self-management of the Property.

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

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

Section 9.2 Other Rights of Eligible Mortgagee. An Eligible Mortgagee who holds a first mortgage on a Unit shall have the following rights:

(A) Except as provided by statute, in case of condemnation or substantial loss to the Units and/or the Common Elements, unless two-thirds ($\frac{2}{3}$) or more of the said Eligible Mortgagees (based on one (1) vote for each mortgage owned) or Unit Owners (other than the Declarant) have given their prior written approval, the Association may not:

(1) By act or omission seek to abandon or terminate the Condominium.

(2) Change the Percentage Interest or obligations of any Unit in order to levy assessments or changes, allocate distribution of hazard insurance proceeds or condemnation awards or determine the Percentage Interest of ownership of each Unit in the Common Elements.

(3) Partition or subdivide any Unit.

(4) Seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements by act or omission. The granting of easements for public utilities or public purposes consistent with the intended purposes of the Common Elements is not a transfer within the meaning of this sub-section.

(5) Use hazard insurance proceeds for losses to any Condominium property (whether Units or Common Elements) for other than the repair, replacement or reconstruction of the Condominium property.

ARTICLE X

DECLARANT'S RIGHTS

Section 10.1 Control.

(A) Until the 60th day after conveyance of two (2) Units to Unit Owners other than Declarant, Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board. Declarant may not unilaterally remove any member of the Executive Board elected by Unit Owners other than Declarant.

(B) Not later than sixty (60) days after conveyance of two (2) Units to Unit Owners other than Declarant, one (1) of the three (3) members of the Executive Board shall be elected by Unit Owners other than Declarant.

(C) Not later than the earlier of (1) seven (7) years after the date of the recording of this Declaration, or (2) in the event that Declarant records a document indicating that Declarant will not construct Phase 2 on the Convertible Real Estate, one hundred eighty (180) days after six (6) of the Units which may be constructed on the Property have been conveyed to Unit Owners other than Declarant, or (3) one hundred eighty (180) days after three-quarters ($\frac{3}{4}$) of the Units constructed in Phase 2 have been conveyed to Unit Owners other than Declarant, all members of the Executive Board shall resign, and the Unit Owners (including Declarant to the extent of Units owned by Declarant) shall elect a new three (3) member Executive Board.

ARTICLE XI

CONDOMINIUM ASSOCIATION AND EXECUTIVE BOARD

Section 11.1 The Windom Hill Place Condominium Association. A condominium association, to be known as The Windom Hill Place Condominium Association (the "Association"), shall be organized no later than the date the first (1st) Unit of the Condominium is conveyed to a person other than a successor declarant.

The membership of the Association shall consist exclusively of all Unit Owners. Said Association may be incorporated at any time the Executive Board so decides.

Section 11.2 Unit Owner Membership in Association. The owner of a Unit shall automatically, upon becoming the owner, become a member of the Association, and shall remain a member until such time as his or her ownership ceases for any reason, at which time his or her membership in the Association shall automatically cease. Each Unit shall have one (1) vote. If any Unit is owned by two (2) or more people, the Unit Owners shall designate one (1) person authorized to vote on their behalf.

Section 11.3 Executive Board: Number and Qualification. The affairs of the Association shall be governed by an Executive Board. The Executive Board shall be composed of three (3) natural persons, all of whom shall be Unit Owners or designees (appointees) of the Declarant. Except as expressly limited in the Declaration, By-Laws or the Act, the Executive Board may act in all instances on behalf of the Association.

ARTICLE XII

LIMITATION OF LIABILITYARTICLE ARTICLE

Section 12.1 Standard of Conduct

(A) In the performance of their duties, the officers and members of the Executive Board shall stand in a fiduciary relation to the Association and shall perform their duties, including duties as members of any committee of the Board upon which they may serve, in good faith, in a manner they reasonably believe to be in the best interests of the Association and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances.

(B) In discharging the duties of their respective positions, the Executive Board members and officers may, in considering the best interests of the Association, consider the effects of any action upon employees and upon suppliers of the Association and upon communities in which the Condominium is located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of the standards described above.

(C) Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as an Executive Board member or officer or any failure to take any action shall be presumed to be in the best interest of the Association.

In performing his duties, an officer or Executive Board member shall be entitled to rely in good faith on information, opinions, reports or statements, including

financial statements and other financial data, in each case prepared or presented by any of the following:

(A) One or more other officers or employees of the Association whom the officer or Executive Board member reasonably believes to be reliable and competent in the matters presented.

(B) Counsel, certified public accountants, licensed or credentialed management agent or other persons as to matters which the officer or Executive Board member reasonably believes to be within the professional or expert competence of such person.

An officer or Executive Board member shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause his reliance to be unwarranted.

Section 12.3 Limited Liability. No Executive Board member or officer, in his capacity as such, shall be personally liable for monetary damages for any action taken, or any failure to take any action, unless he has breached or failed to perform the duties of his office under the standards described above; provided, however, that the provisions of this Section 12.3 shall not apply to the responsibility or liability of an Executive Board member or officer pursuant to any criminal statute, or to the liability of an Executive Board member or officer for the payment of taxes pursuant to local, state or federal law.

Section 12.4 Indemnification. To the extent eligible under Pennsylvania law, each member of the Executive Board, in his capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged to be in breach of the standards of conduct described above; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is eligible only if such Executive Board member and/or officer had no reasonable cause to believe his conduct was unlawful. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

To the extent permissible under Pennsylvania law, expenses incurred by an Executive Board member or officer in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon the request of the Executive Board member or officer, after the Association has received an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association.

Section 12.5 D & O Insurance. The Executive Board shall obtain insurance to satisfy the indemnification obligation of the Association set forth in Section 12.2 above, if and to the extent available at reasonable cost.

ARTICLE XIII

INSURANCE

Section 13.1 Generally. The Executive Board shall obtain insurance as required by the Act, to the extent reasonably available. In addition, the Board may obtain such insurance as the Board deems advisable in the operation and protection of the Common Elements, the Units and other matters concerning the Condominium which is advisable in order to comply with requirements of FNMA, FHLMC, the FHA or the Veterans Administration, their successors, or similar entities.

In the event of damage or destruction of any portion of the Property the Executive Board, on behalf of the Association and Unit Owners, shall serve as attorney-in-fact for all Unit Owners to compromise all claims and promptly repair and restore the Property to substantially the same conditions as it existed prior to such loss or destruction, subject to the termination of the Condominiums as provided herein or under the Act, as applicable. If the Executive Board fails within sixty (60) days of any insured loss to initiate a claim for damages recoverable under the policy(ies) obtained pursuant to the Act, the holder of any Eligible Mortgage may initiate such a claim on behalf of the Board.

ARTICLE XIV

CONDEMNATION

Section 14.1 Condemnation. If all or any part of the Common Elements shall be taken, injured or destroyed by Eminent Domain, the Executive Board shall act on behalf of the Association and the Unit Owners to negotiate and obtain an award of damages for such taking, which award shall be payable to the Association as trustee for all of the Unit Owners and Eligible Mortgage Holders. After such determination, each Unit Owner shall be entitled to a share of the damages equal to the Percentage Interest in the Common Elements appurtenant to his Unit, subject to any respective

rights of Eligible Mortgage Holders. The Unit Owners directly affected by any such taking shall represent and negotiate for themselves with respect to damage awards for their respective Units and personal property.

ARTICLE XV

TERMINATION

Section 15.1 Termination. The Condominium may be terminated only as provided by Section 3220 and other applicable provisions of the Act.

ARTICLE XVI

COMPLIANCE AND DEFAULT REGARDING CONDOMINIUM DOCUMENTS

Section 16.1 Compliance and Default. Each Unit Owner shall be governed by and shall comply with the terms of this Declaration, the By-Laws and applicable Rules and Regulations as amended and promulgated from time to time. Failure of the Unit Owner to comply therewith shall entitle the Executive Board, the Association or any aggrieved Unit Owner to the following relief, in addition to any other remedies provided in this Declaration and the Act:

(A) Suits. Failure to comply with the terms of this Declaration, the By-Laws and the Rules and Regulations adopted pursuant thereto, and said documents as they may be amended or promulgated from time to time, shall entitle the Executive Board or an aggrieved party to seek specific performance or money damage relief or both. Such relief shall not be exclusive of other remedies available at law or in equity.

(B) Costs and Attorney's Fees. In any proceeding arising because of any alleged failure of a Unit Owner to comply with the terms of the Declaration, the By-Laws and Rules and Regulations adopted pursuant thereto, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorney's fees; provided, no attorney's fees may be recovered against the Executive Board or any of its members in any such action unless the Court first expressly finds that the Executive Board or members thereof acted in bad faith.

(C) No Waiver of Rights. The failure of the Declarant, or the Executive Board, the Association, or any Unit Owner to enforce any applicable covenant, restriction or other provision of the Act, the Uniform Condominium Act, this Declaration, the By-Laws or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the rights to do so thereafter.

ARTICLE XVII

CONVERTIBLE REAL ESTATE

Section 17.1 Reservation of Rights Regarding Convertible Real Estate; Time Limitation; Limitations on Reservation. Declarant specifically reserves the right to create up to four (4) Units in the Convertible Real Estate. This reservation of the right to add additional Units in Convertible Real Estate shall lapse after seven (7) years from the recording of the Declaration.

Section 17.2 Effect on Common Element Interest. The exercise of the right to add Units to Convertible Real Estate, if the right is exercised by Declarant, will affect the Common Element Percentage Interest of the individual Units by decreasing the Common Element Percentage Interest as set forth in Section 2.1 hereof.

Section 17.3 Legal Description. The legal description of the Convertible Real Estate is set forth on Exhibit "C".

Section 17.4 Assurances. Any assurances made in this Article XVII regarding the adding of Units to Convertible Real Estate shall not apply if Declarant does not exercise its right to build on the Convertible Real Estate. In addition:

- (A) While Declarant intends that up to four (4) additional Units are intended to be erected on any Convertible Real Estate, Declarant gives no assurance as to the extent any such Units will be erected;
- (B) All restrictions in the Declaration affecting use, occupancy and alienation of Units will apply to Units created within any Convertible Real Estate;
- (C) While Declarant intends to comply with the Plats and Plans showing the proposed development of Convertible Real Estate, Declarant gives no assurance as to other improvements that may be made or created upon any Convertible Real Estate; and
- (D) While Declarant intends to comply with the Plats and Plans showing the proposed development of Convertible Real Estate and that are a part of this Declaration, Declarant gives no assurance as to the locations of any

buildings or other improvements that may be made within any Convertible Real Estate.

[SIGNATURE PAGE FOLLOWS]

EXHIBIT A

SUBMITTED REAL ESTATE

ALL those certain lot or piece of ground situate in the Eighteenth Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being designated as Parcel 1 in the Windom Hill Place Consolidation Plan, as recorded on August 30, 2005 in the Recorder's Office of Allegheny County, Pennsylvania in Plan Book Volume 256, page 155.

EXHIBIT B

RECORDED EASEMENTS AND LICENSES

Rights of Easements for sewer lines, waterlines and other utilities located therein and shown on the Plots and Plans of the Windom Hill Place Condominium Plan.

EXHIBIT C

CONVERTIBLE REAL ESTATE

All that piece of land as shown on the Plots and Plans of the Windom Hill Place
Condominium Plan.

EXHIBIT D

UNIT NUMBERS AND PERCENTAGE INTEREST

Unit 1	25%
Unit 2	25%
Unit 3	25%
Unit 4	25%



Allegheny County
 Valerie McDonald Roberts
 Department of Real Estate
 Pittsburgh, PA 15219

Instrument Number: 2013-23607

BK-DE VL-15348 PG-88

Recorded On: August 22, 2013

As-Deed Agreement

Parties: WINDOM HILL PLACE L P

To WINDOM HILL PLACE L P

of Pages: 8

Comment:

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

Deed Agreement 150.00
 0
 0
 Total: 150.00

Realty Transfer Stamp

Department of Real Estate Stamp

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

Certified On/By-> 08-22-2013 / S B
CONDO DECLARATION

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

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

File Information:

Record and Return To:

Document Number: 2013-23607
 Receipt Number: 2454963
 Recorded Date/Time: August 22, 2013 12:27:57P
 Book-Vol/Pg: BK-DE VL-15348 PG-88
 User / Station: J Clark - Cash Station 25

HAL D COFFEY ESQ
 BLUMLING & GUSKY LLP
 1233 KOPPER BLDG - 436 7TH AVE
 PITTSBURGH PA 15219



Valerie McDonald Roberts, Manager
 Rich Fitzgerald, County Executive

Mail to:
Hal D. Coffey, Esquire
Blumling and Guskay, LLP
1200 Koppers Bldg
436 Seventh Ave
Pittsburgh, PA 15219

120596 DRE Certified
22-Aug-2013 12:23P\Int By: S B

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM
THE WINDOM HILL PLACE CONDOMINIUM

THIS FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM (the "First Amendment of Declaration") is made this 22nd day of August, 2013, by Windom Hill Place Limited Partnership, a Pennsylvania limited partnership, as the Declarant of the real property herein described. This First Amendment of Declaration amends the Declaration of Condominium of The Windom Hill Place Condominium, recorded on August 16, 2007, in the Department of Real Estate of Allegheny County, Pennsylvania, at Deed Book Volume 13342, Pages 500-528 (the "Declaration"). This First Amendment of Declaration is made pursuant to Sections 2.1, 4.1 and 17.1 of the Declaration.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Exhibit "A" of the Declaration is deleted and replaced with the Exhibit "A" attached hereto, incorporating the Convertible Real Estate into the Submitted Real Estate of the Condominium
2. Exhibit "D" of the Declaration is deleted and replaced with the Exhibit "D" attached hereto.
3. The Declaration is amended to add a copy of the Revision No. 1 to the Windom Hill Place Condominium Plan to show the boundaries and Unit designations of the Condominium as Exhibit "E" attached hereto to the Declaration.
4. Except as specifically amended hereby, all covenants, conditions and restrictions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the said Windom Hill Place Partnership has caused its name to be signed to these presents on the day and year first above written.

WITNESS/ATTEST:

WINDOM HILL PLACE LIMITED
PARTNERSHIP, a Pennsylvania limited
partnership

Windom Hill Place, LLC, a Pennsylvania limited
liability company, its sole general partner

Cassid Haughey

By: _____
Ernie Sota
President

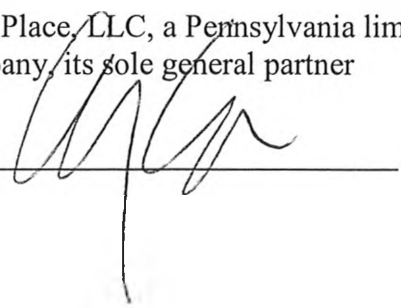


EXHIBIT "A"
SUBMITTED REAL ESTATE

ALL those certain lot or piece of ground situate in the Eighteenth Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being designated as Parcel 1 in the Revision No. 1 to the Windom Hill Place Condominium Plan, as recorded on August 22, 2013, in the Department of Real Estate of Allegheny County, Pennsylvania in Plan Book Volume 278, Page 15.



EXHIBIT D
UNIT NUMBERS AND PERCENTAGE INTEREST

Unit 1	12.5%
Unit 2	12.5%
Unit 3	12.5%
Unit 4	12.5%
Unit 5	12.5%
Unit 6	12.5%
Unit 7	12.5%
Unit 8	12.5%

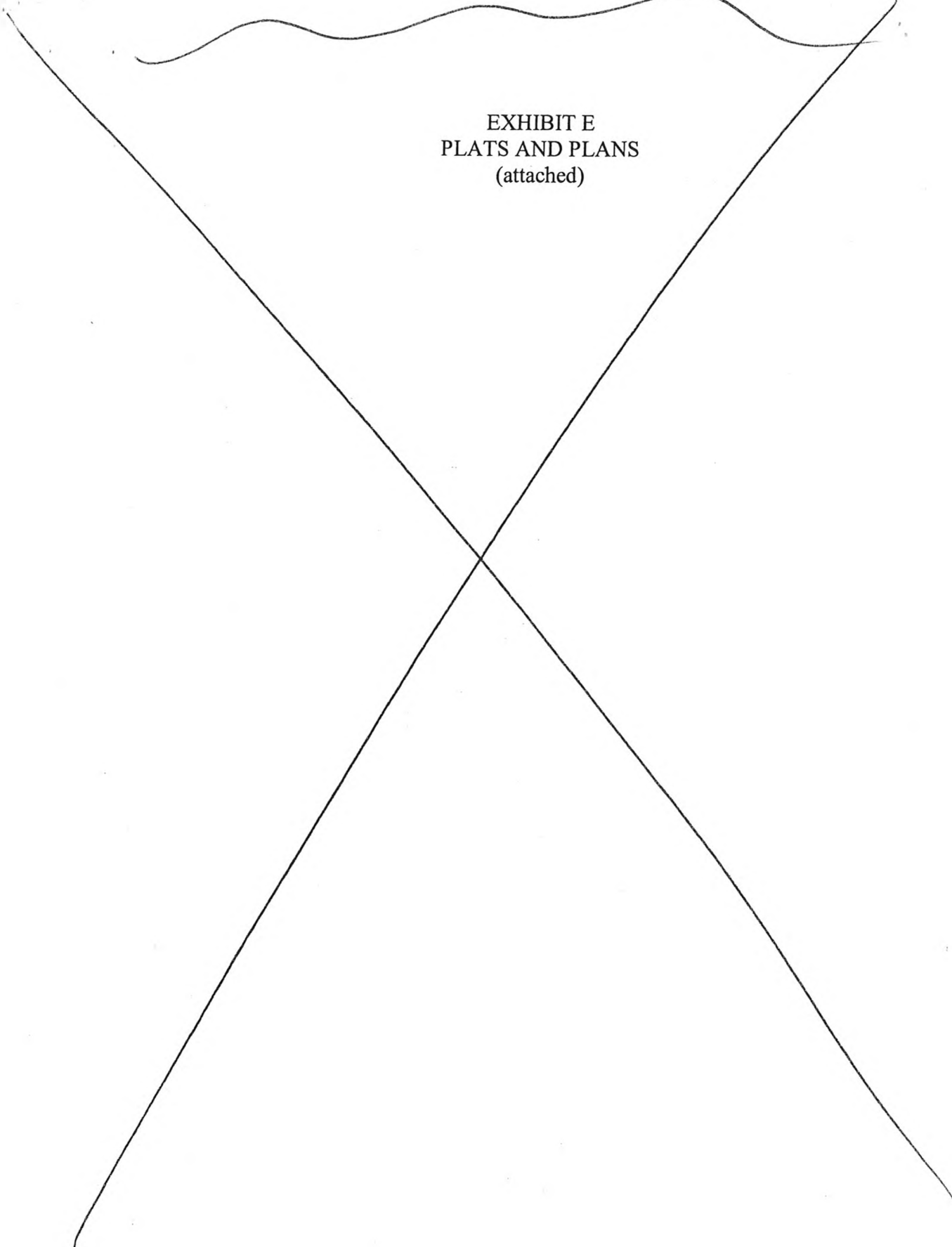
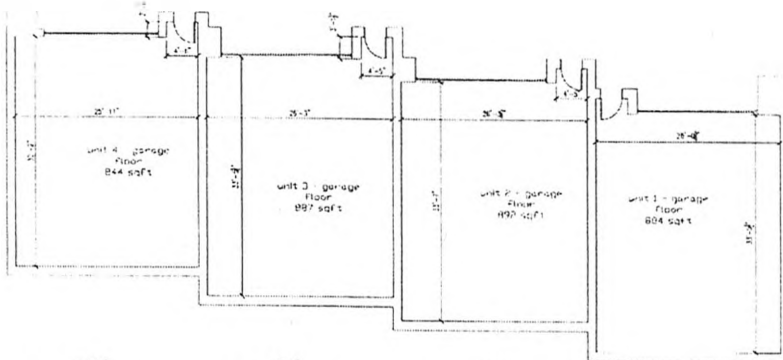


EXHIBIT E
PLATS AND PLANS
(attached)



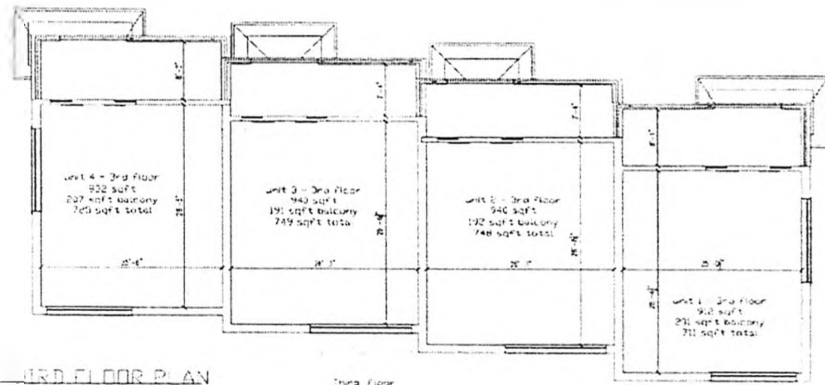
Unit 4: garage floor - 844 sqft
 1st floor - 1,016 sqft
 2nd floor - 952 sqft
 3rd floor - 930 sqft
 total = 3,742 sqft

Unit 3: garage floor - 897 sqft
 1st floor - 1,031 sqft
 2nd floor - 1,017 sqft
 3rd floor - 940 sqft
 total = 3,885 sqft

Unit 2: garage floor - 890 sqft
 1st floor - 1,046 sqft
 2nd floor - 940 sqft
 3rd floor - 940 sqft
 total = 3,816 sqft

Unit 1: garage floor - 804 sqft
 1st floor - 949 sqft
 2nd floor - 954 sqft
 3rd floor - 912 sqft
 total = 3,619 sqft

GARAGE FLOOR PLAN



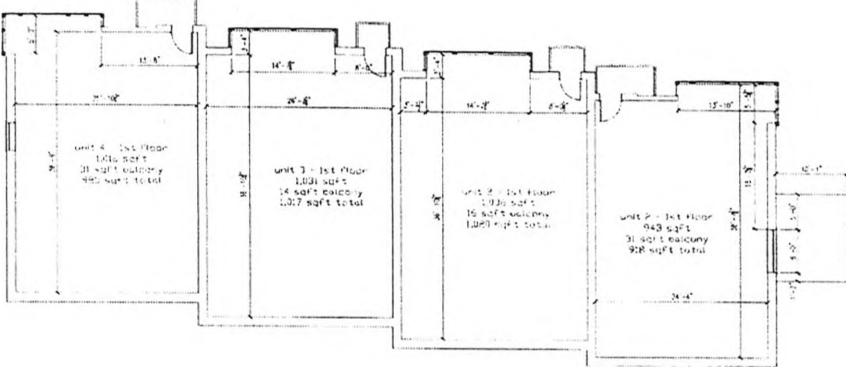
THIRD FLOOR PLAN

Third Floor

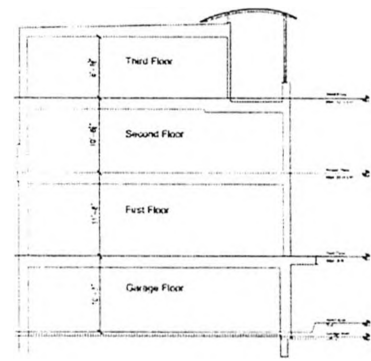
Unit Element

Leased Common Element

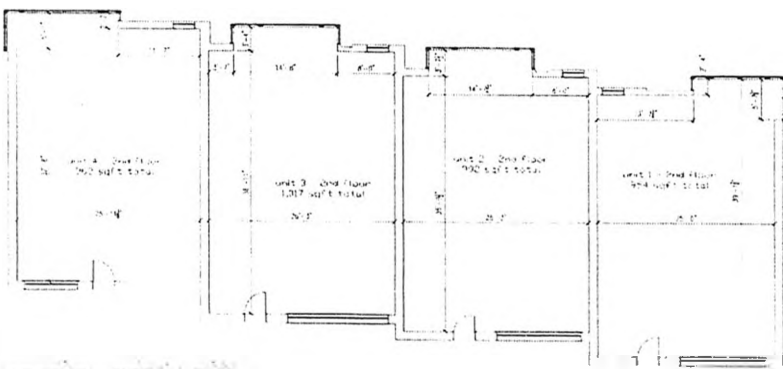
Common Element



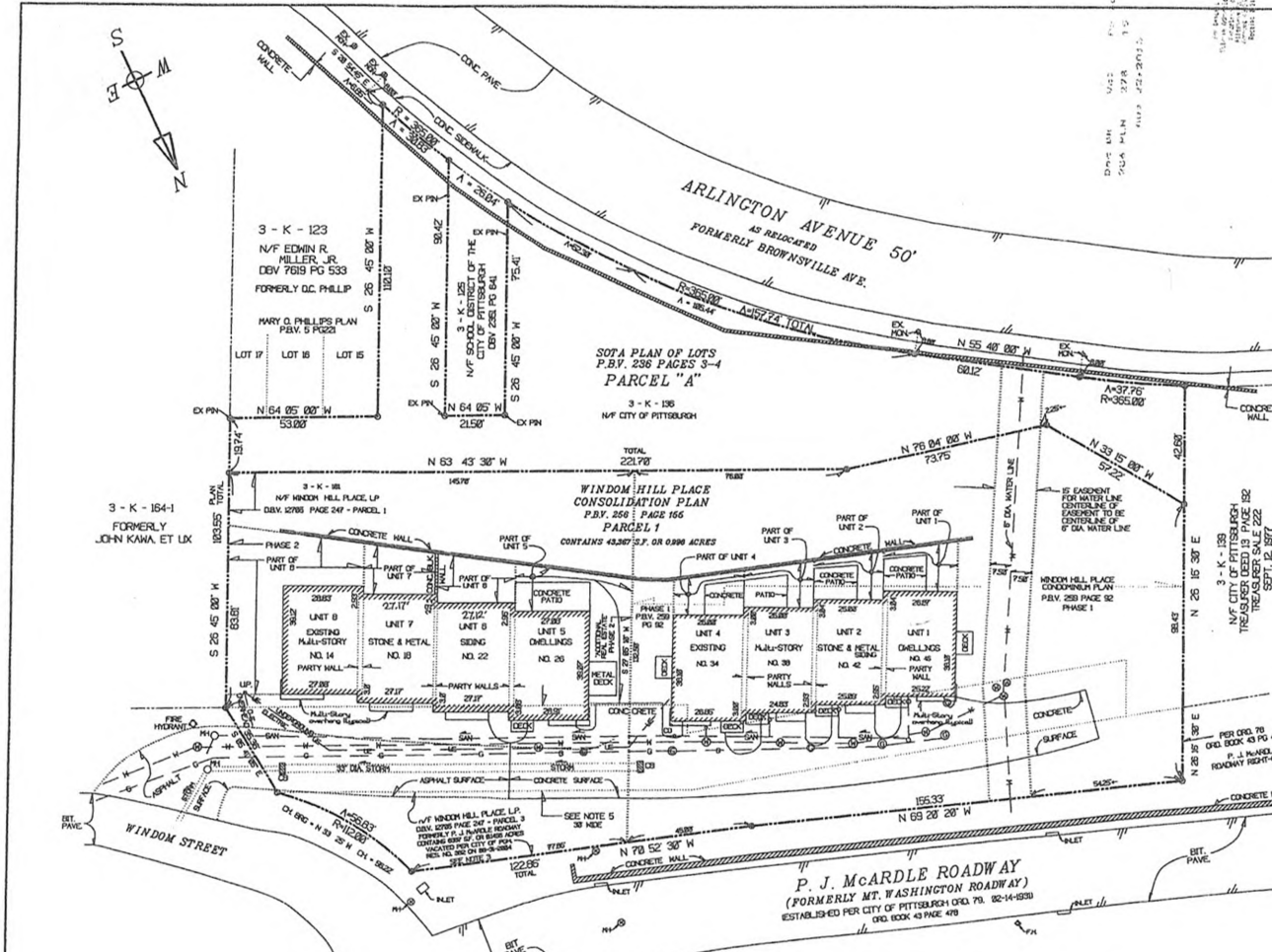
FIRST FLOOR PLAN



VERTICAL SECTION



SECOND FLOOR PLAN



RECORDED IN THE DEPARTMENT OF REAL ESTATE OF THE COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA IN PLAN BOOK VOLUME _____ PAGES _____ GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____ 2013

COMMONWEALTH OF PENNSYLVANIA DEPT. OF REAL ESTATE
 COUNTY OF ALLEGHENY SS. MANAGER

I, DANIEL J. MARTONE, A PROFESSIONAL LAND SURVEYOR OF THE COMMONWEALTH OF PENNSYLVANIA, DO HEREBY CERTIFY THAT SHEET 1 OF THE WITHIN DECLARATION PLAN FULLY AND ACCURATELY SHOWS THE PROPERTY, THE LOCATION OF ALL BUILDINGS THEREON AND THAT THE SAME CONTAIN ALL INFORMATION REQUIRED BY TITLE 68, PENNSYLVANIA CONSOLIDATED STATUTES SECTION 5208.

Dated: August 8, 2013 DATE
 DANIEL J. MARTONE, SU 3034H-E

THE WINDMILL HILL PLACE, L.P., is a Pennsylvania Limited Partnership, DO HEREBY MAKE DECLARATION FOR THE PARTNERSHIP (ITS HEREIN EXECUTORS, ADMINISTRATORS, AND ASSIGNS, AND DO HEREBY ADOPT THIS PLAN AND FOR ITS DECLARATION PLAN REVISION NO. 1 IN THE WINDMILL HILL PLACE CONDOMINIUM PLAN A CONDOMINIUM CREATED UNDER THE PROVISIONS OF TITLE 68, PENNSYLVANIA CONSOLIDATED STATUTES SECTION 5208.

 WITNESS
 SIGNATURE OF GENERAL PARTNER
 DATE

COMMONWEALTH OF PENNSYLVANIA COUNTY OF ALLEGHENY SS.

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE COMMONWEALTH OF PENNSYLVANIA AND COUNTY OF ALLEGHENY, PERSONALLY APPEARED _____, A PARTNER IN THE FIRM OF WINDMILL HILL PLACE, L.P., WHO ACKNOWLEDGED THAT WINDMILL HILL PLACE, L.P. IS THE OWNER OF REVISION NO. 1 IN THE WINDMILL HILL PLACE CONDOMINIUM PLAN AND FURTHER ACKNOWLEDGED THAT AS SUCH EXECUTED THE FOREGOING DECLARATION FOR THE PURPOSE THEREIN CONTAINED.

WITNESS MY HAND AND NOTARIAL SEAL THIS 21st DAY OF August 2013.

MY COMMISSION EXPIRES THE 17 DAY OF April 2014

 NOTARY PUBLIC

I, JOHN MARTONE, A PRINCIPAL IN THE FIRM OF STRADA ARCHITECTURE, L.L.C. BEING A REGISTERED ARCHITECT IN THE COMMONWEALTH OF PENNSYLVANIA, DO HEREBY CERTIFY THAT SHEET NUMBER 2 OF THE WITHIN DECLARATION PLAN AND THAT THESE PLAT AND PLANS FULLY AND ACCURATELY DEPICT ALL EXISTING CONDITIONS REGARDING THE CONDOMINIUM AS RECORDED IN THE WINDMILL HILL PLACE CONDOMINIUM PLAN AND I HEREBY FURTHER CERTIFY THAT THE WITHIN PLAT AND PLANS COMPLY WITH THE PROVISIONS OF TITLE 68, PENNSYLVANIA CONSOLIDATED STATUTES SECTION 5208.

 ARCHITECT

REGISTRATION NO. 676240
 DATE 21 August 2013

REVISION NO. 1 to the WINDMILL HILL PLACE CONDOMINIUM PLAN

SEE NOTES

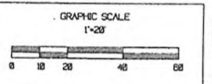
SITUATE IN 10TH WARD, CITY OF PITTSBURGH ALLEGHENY COUNTY, PA.

PREPARED FOR: WINDMILL HILL PLACE, L.P.

REVISION NO. 1 TO THE WINDMILL HILL PLACE CONDOMINIUM PLAN IS A REVISION OF PHASE 2 IN THE WINDMILL HILL PLACE CONDOMINIUM PLAN.

THE WINDMILL HILL PLACE CONDOMINIUM PLAN IS OF RECORD IN PLAN BOOK 90 IS A REVISION OF PHASE 1 IN THE WINDMILL HILL PLACE CONDOMINIUM PLAN OF RECORD IN PLAN BOOK 89 IS IN THE ALLEGHENY COUNTY RECORD OF DEEDS OFFICE.

DATE: AUGUST 8, 2013

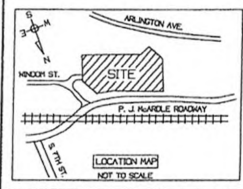
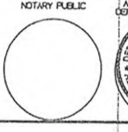


MARTONE ENGINEERING & SURVEYING, LLC
 203 FIRST STREET
 PITTSBURGH, PA. 15215
 412-781-5908

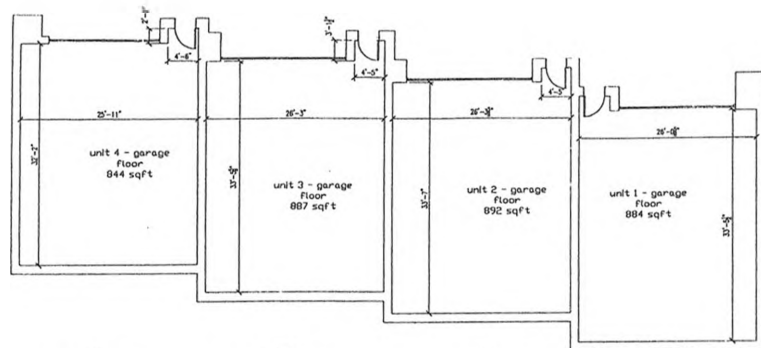
SHEET 1 OF 2
 REFER TO SHEET 2 OF 2 FOR ARCHITECTURAL, PLUMBER AND MECHANICAL SECTIONS

DRAWING NUMBER F3330C1

- PARCEL DEPICTED IS NOW OR FORMERLY WINDMILL HILL PLACE, L.P. OF RECORD IN DEED BOOK VOLUME 12766 PAGE 247 - PARCEL 2 CONTAINING 7688 SF, OR 0.183 ACRES FORMERLY BEING WINDMILL STREET 36', WINDMILL STREET VACATED PER CITY OF PITTSBURGH RESOLUTION NO. 382 ON 08-28-2004 FORMERLY KNOWN AS WIDE STREET 36' - ALSO SEE NOTE 3
 - REVISION NO. 1 TO THE WINDMILL HILL PLACE CONDOMINIUM PLAN DEPICTS THE CONSTRUCTION OF PHASE 2 SHOWN AS ADDITIONAL REAL ESTATE IN THE WINDMILL HILL PLACE CONDOMINIUM PLAN OF RECORD IN PLAN BOOK VOLUME 259 PAGE 52. PHASE 2 CONTAINS A RECENTLY CONSTRUCTED 4 UNIT BUILDING KNOWN AS NOS. 14 - 20 WINDMILL HILL PLACE.
- THE DECLARATION OF CONDOMINIUM OF THE WINDMILL HILL PLACE CONDOMINIUM IS OF RECORD IN DEED BOOK VOLUME 12946 PAGE 588 AND THE FOLLOWING SECTIONS OF SAID DECLARATION PERTAIN TO THE PHASE 2 DEVELOPMENT:
- SECTION 17) ... DECLARANT SPECIFICALLY RESERVES THE RIGHT TO CREATE UP TO FOUR (4) UNITS IN THE CONVERTIBLE REAL ESTATE. THIS RESERVATION OF THE RIGHT TO ADD ADDITIONAL UNITS IN CONVERTIBLE REAL ESTATE SHALL LAPSE AUGUST 16, 2014.
- SECTION 21) ... IF THE CONVERTIBLE REAL ESTATE IS DEVELOPED IN PHASE 2, THE PERCENTAGE INTERESTS SHALL BE ALLOTTED ACCORDINGLY SO THAT THE PERCENTAGE INTERESTS ALLOCATED TO THE UNITS ARE EQUAL.
- SECTION 41) ... THE DECLARATION MAY BE AMENDED ONLY IN ACCORDANCE WITH ... AND THE EXPRESS PROVISIONS OF THIS DECLARATION.
7. FENCES [] SHOWN.



- NOTES**
- ALL DISTANCES REFERENCED TO ON THIS PLAN ARE U.S. STANDARD MEASUREMENT.
 - REGARDING THE SOTA PLAN OF LOTS:
 - ANY CHANGE IN TYPE OR USE OF STRUCTURES (AS SHOWN ON THE SOTA PLAN OF LOTS) WILL BE REQUIRED TO CONFORM TO THE REGULATIONS THEN APPLICABLE TO THE PROPERTY.
 - NO STRUCTURE IS TO OCCUPY PARCEL "A" UNTIL A NEW PLAN OF SUBDIVISION IS APPROVED BY THE PLANNING COMMISSION AND RECORDED IN THE RECORDERS OFFICE.
 - PARCELS 2 AND 3 OF RECORD IN DEED VOLUME 12766 PAGE 247 ARE SUBJECT TO THE FOLLOWING AND ALSO RESERVING THE RIGHT OF EASEMENT OF 6" OF 6" SEWER LINES AND A 6" WATER LINE LOCATED THEREIN IN THE 10TH WARD, 3rd COUNCIL DISTRICT OF THE CITY OF PITTSBURGH AS DESCRIBED SHALL BE AND IS HEREBY VACATED AS APPEARING IN RESOLUTION NO. 382 DATED 08-28-2004.
 - ONLY SELECTED UTILITIES ARE SHOWN. UTILITY LOCATIONS ARE APPROXIMATE.



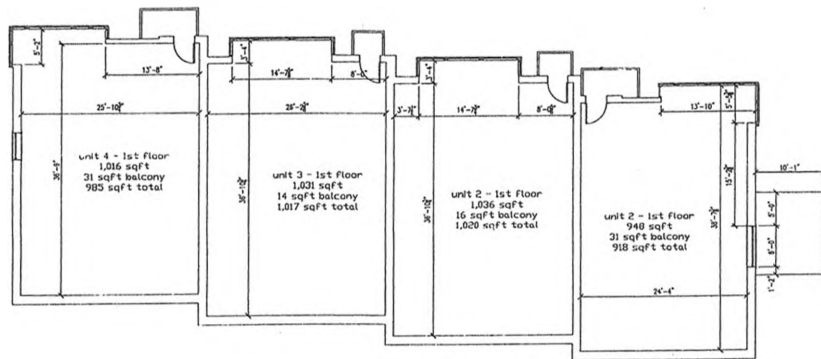
unit 4
garage floor - 844 sqft
1st floor - 1,016 sqft
2nd floor - 962 sqft
3rd floor - 932 sqft
total - 3,754 sqft

unit 3
garage floor - 887 sqft
1st floor - 1,031 sqft
2nd floor - 1,017 sqft
3rd floor - 940 sqft
total - 3,875 sqft

unit 2
garage floor - 892 sqft
1st floor - 1,036 sqft
2nd floor - 992 sqft
3rd floor - 940 sqft
total - 3,860 sqft

unit 1
garage floor - 884 sqft
1st floor - 948 sqft
2nd floor - 924 sqft
3rd floor - 912 sqft
total - 3,698 sqft

GARAGE FLOOR PLAN



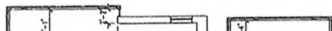
unit 4 - 1st floor
1,016 sqft
31 sqft balcony
985 sqft total

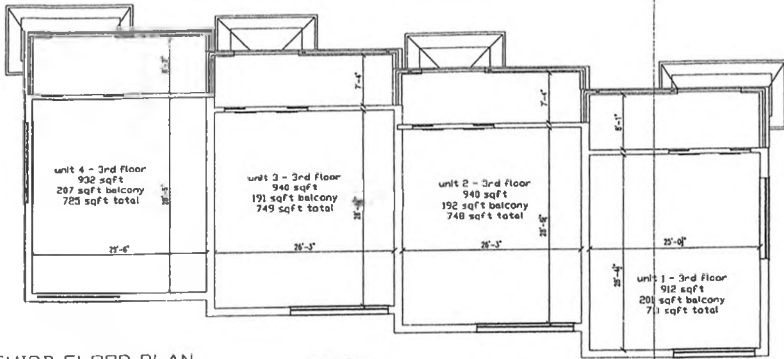
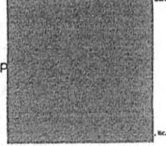
unit 3 - 1st floor
1,031 sqft
14 sqft balcony
1,017 sqft total

unit 2 - 1st floor
1,036 sqft
16 sqft balcony
1,020 sqft total

unit 1 - 1st floor
948 sqft
31 sqft balcony
918 sqft total

FIRST FLOOR PLAN





Unit Elements



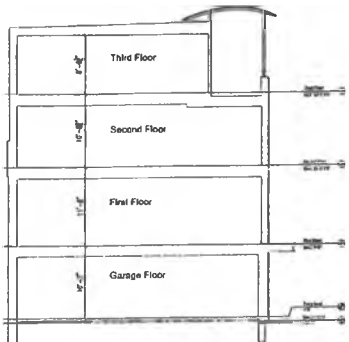
Limited Common Elements



Common Elements

THIRD FLOOR PLAN

Third Floor



BUILDING SECTION