

WOODLAND MANOR CONDOMINIUM
CONDOMINIUM DECLARATION
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DECLARATION FOR
WOODLAND MANOR CONDOMINIUM

HIGHEST MOUNTAIN ASSOCIATES, a Pennsylvania general partnership having its address at 3474 William Penn Highway, Pittsburgh, Pennsylvania 15235 (hereinafter referred to as the SPONSOR) does hereby declare:

ARTICLE I. SUBMISSION OF PROPERTY

This Declaration is prepared in accordance with the provisions of the Unit Property Act, Act of July 3, 1963, P.L. 196 (hereinafter the "Unit Property Act") for the purposes of submitting the property described in Article III of this Declaration to the provisions of the Unit Property Act of the Commonwealth of Pennsylvania.

ARTICLE II. DEFINITIONS

The following words and phrases as used in this Declaration shall have the meanings ascribed to them in this section, unless the context of the Unit Property Act clearly indicates otherwise:

(1) Amendment shall mean an amendment to the Declaration or other Condominium Documents in accordance with Article XIV or Article XV hereof.

(2) Building means either or both of the residential apartment structures located at 5825 and 5903 Fifth Avenue, Pittsburgh, Pennsylvania.

(3) Code of Regulations means such governing regulations as are adopted pursuant to the Unit Property Act for the regulation and management of the property including such amendments thereof as may be adopted from time to time.

(4) Common Elements means and includes:

(i) the land on which the Building or Buildings are located and portions of the Building which are not included in any Unit;

(ii) the foundations, structural parts, supports, main walls, roofs, halls, corridors, lobbies, stairways, elevators and entrances and exits of the Building, storage rooms, laundry rooms and all windows;

(iii) the yard, the storage areas, the party room, walkway and driveways;

(iv) portions of the land and Building used exclusively for the management, operation or maintenance of the Common Elements;

(v) installations of all central services and utilities;

(vi) all apparatus and installations existing for common use;

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

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

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

(5) Common Expenses means and includes:

(i) expenses of administration, maintenance, repair or replacement of the Common Elements and facilities. Gas, water, and sanitary sewer service and common area electricity in the Condominium shall be a Common Expense. Each Unit Owner or Resident shall be responsible to pay his own electricity and telephone charges.

(ii) expenses declared Common Expenses by the Unit Property Act or by this Declaration or by the Code of Regulations;

(iii) expenses agreed upon as Common Expenses by the Council and lawfully assessed against the Unit Owners in accordance with the Code of Regulations;

(iv) expenses and assessments necessary for the maintenance of a Unit used for housing a superintendent or manager and his family as hereinafter provided including but not limited to interest and principal repayment on any mortgage placed on the Unit, all utilities gas, water and electricity, repair and maintenance of the Unit, replacement of any Unit component when necessary and all real estate, taxes and assessments, water and sewerage charges and any other taxes which are or may be levied from time to time;

(v) expenses for maintenance of the four (4) parking garages, the yard, and the party room, driveways, collection of garbage and snow removal; and

(vi) Common Expenses shall mean charges or expenses as the case may be.

(6) Common Profits means the balance of all income, rents, profits and revenues from the Common Elements and facilities remaining after the deduction of the Common Expenses. Any rental or concession income received for the use of Common Elements shall be used by the Council to reduce and defray Common Expenses and shall be included in the Common Profits. Any net proceeds from the sale or lease of the Unit purchased for use of a superintendent or manager and his family shall be Common Profit.

(7) Condominium, for the purpose of this Declaration, means the development located on the Property wherein individual Unit Owners in fee simple are entitled to the exclusive ownership and possession of their respective Unit, and being entitled to an exclusive easement for the use of the Limited Common Elements appurtenant to his Unit, and with each Unit Owner being entitled to an undivided interest in the Common Elements and facilities of the entire project and property included in this Declaration.

(8) Condominium Documents means the Declaration of Condominium, the Code of Regulations, the Declaration Plan, the rules and regulations promulgated by the Association or Council from time to time, and any and all Exhibits, Schedules and Amendments to any of them.

(9) Council means a board of natural individuals of the number stated in the Code of Regulations who are residents of the Commonwealth of Pennsylvania and except for the initial council the majority of which shall be Unit Owners or Residents and shall manage the business, operation and affairs of the Condominium on behalf of the Unit Owners and in compliance with and subject to the provisions of the Unit Property Act and who may take title to real or personal property as Agent, Nominee or Trustee for the Condominium.

(10) Declaration means this instrument by which the Property is submitted to the provisions of the Unit Property Act and all amendments hereto.

(11) Declaration Plan means a survey of the Property prepared in accordance with Section 402 of the Unit Property Act.

(12) Limited Common Elements means and includes those Common Elements and facilities designated in the Declaration Plan as reserved for the use of a certain Unit or Units to the exclusion of other Units.

(13) Majority or Majority of the Unit Owners or Fifty-One Percent (51%) of the Unit Owners means the owners of more than fifty percent (50%) in the aggregate in interest of the undivided ownership of the Common Elements as specified in the Declaration.

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

(15) Property means and includes the land, the Buildings, all improvements thereon, all owned in fee simple, and all easements, rights and appurtenances belonging thereto, which are submitted to the provisions of the Unit Property Act hereby.

(16) Resident means any occupant of a Unit under lease from a Unit Owner.

(17) Unit means a part of the Property designated or intended for any type of independent use, which has a direct exit to a public street or way, or to a Common Element or Common Elements leading to a public street or way, or to an easement or right-of-way leading to a public street or way, and includes the proportionate undivided interest in the Common Elements, which is assigned thereto in this Declaration or any amendments hereto.

(18) Unit Designation means the number, letter or combination thereof designating a Unit in the Declaration Plan.

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

(20) Unit Property Act means the Act of July 3, 1963, P.L. No. 196, 68 P.S. 700.101 et seq.

ARTICLE III DESCRIPTION OF LAND SUBMITTED TO THE UNIT PROPERTY ACT

The Sponsor owns all of the Property described on Schedule "A" attached hereto and made a part hereof and such property is hereby submitted to the condominium form of ownership under the provisions of the Unit Property Act.

ARTICLE IV. DECLARATION PLAN

(1) Property Included. The Property consists of ninety-four (94) units and four (4) garages containing a total of eighty-nine (89) parking spaces, and Common Elements as shown in a Declaration Plan dated and prepared by Peter Brown, Registered Architect. The Declaration Plan will be recorded in the Office of the Recorder of Deeds of Allegheny County, simultaneously with this Declaration and is incorporated herein by reference.

(2) Unit Boundary

(1) The private elements of each respective Unit shall include only the area within the boundary lines as described in this Article,

Paragraph (ii) hereinbelow. Any adjacent or connecting balcony or patio is a Limited Common Element and the owner of the connecting or adjacent Unit shall have an exclusive easement for the private use thereof; and provided further the maintenance thereof shall be borne as provided in the Code of Regulations.

(ii) The boundary lines of each numbered apartment are the interior unfinished surfaces (not including paint, paper, wax, tile, enamel or other finish, which are part of the Unit) of the ceiling, floors, interior bearing walls and beams and perimeter walls, windows and doors thereof.

(iii) The interior partitions or walls within the confines or boundary lines of each numbered apartment are approximately placed in the Declaration Plan of Woodland Manor Condominium, recorded simultaneously with the recording hereof in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania. These interior partitions or walls may, from time to time, be removed or replaced subject to the approval of the Council; in the event a Unit Owner does remove or replace any or all interior partitions or walls, no amendment of the Declaration Plan will be necessary or required.

ARTICLE V. DESCRIPTION OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

The Common Elements and Limited Common Elements consist of all those portions of the Property more particularly defined in Article II, Subsection (4) and (12) and set out in the Declaration Plan.

ARTICLE VI. PERCENTAGE OF UNDIVIDED INTEREST IN COMMON ELEMENTS APPERTAINING TO EACH UNIT AND ITS OWNER

The percentage of the undivided interest in the Common Elements and facilities appertaining to each Unit and its Owner is more particularly set forth in Schedule "B" annexed hereto. The total percentage of the undivided interests of all the Units equals one hundred percent (100%). The percentage interests shall not be changed except by an amendment to this Declaration executed by all Unit Owners affected thereby.

ARTICLE VII. USES, 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. No Unit (except those Units owned by the Sponsor or Council on behalf of Unit Owners and used by them as Sales Offices, Administrative Offices, Models, or storage facilities), shall be used for any purpose other than that as a residence for the use of one (1)

family, nor shall anything be done therein which may be a nuisance to the occupants of neighboring Units. Unit Owners may lease individual Units.

(2) Sponsor's Rights. The Sponsor shall have the irrevocable right to use any Common Elements for sales, administrative or management purposes, until it has conveyed title to the last Unit. This right shall not be subject to amendment or modification by the Unit Owners. The Sponsor shall have the right to lease any Unit owned by the Sponsor and this right shall not be subject to amendment or modification by the Unit Owners.

(3) Storage Use; Insurance Rates. Without the prior written consent of Council nothing shall be done or kept in any Unit or the Common Elements which will increase the rate of insurance of the Building or the contents thereof beyond the normal rates applicable for residential use. No Unit Owner 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 any portion of the Building or Buildings or the contents thereof, or which will be in violation of any law. 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 Council, except as herein expressly provided.

(4) Displays; Hanging Objects. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of any of the Buildings and no sign, awning, canopies, shutters or radio or television antennas shall be affixed or placed upon the exterior walls or roofs or any part thereof without the prior written consent of the Council.

(5) Animals. No animals shall be raised, bred or kept in any Unit or in the Common Elements.

(6) 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 annoyance or nuisance to the other Unit Owners or occupants.

(7) Structural Integrity. Nothing shall be done to any Unit or on or in the Common Elements which will impair the structural integrity of the Building or which will structurally change the Building.

(8) Exposure of Objects; Rubbish. No clothes, sheets, blankets, laundry of any kind or any other articles may be hung or exposed on any window or part of the Common Elements or Limited Common Elements. The Common Elements and the Limited Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials and items.

(9) Prohibited Uses. 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 part of the property. No commercial vehicles of any kind may be parked on any part of the Property, except those vehicles temporarily on the Property for purposes of servicing the Property itself or one of the Units. No use or practice shall be permitted on the Property which is a source of annoyance to residents or which interfere with the peaceful possession and proper use of the Property by its residents. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

(10) Draperies. Draperies, blinds, or curtains must be installed by each Unit Owner on all windows of his Unit and must be maintained in said windows at all times. This provision is further subject to Section V(2)(e) of the Code of Regulations.

(11) Powers of Council to Enforce. The Council shall have the power to make such rules and regulations as may be necessary to carry out the intent of these use restrictions, and shall have the right to bring suit to enforce the provisions of this Declaration, the Code of Regulations, and the rules and regulations promulgated by the Council. The Council shall further have the right to levy fines for violations of these regulations, provided that the fine for a single violation may not, under any circumstances, exceed Five Dollars (\$5.00). For each day a violation continues after notice it shall be considered a separate violation. Any fine so levied is to be considered as a Common Expense to be levied against the particular Unit Owner involved, and collection may be enforced by the Council in the same manner as the Council is entitled to enforce collection of Common Expenses.

(12) Common Expenses. Each Unit Owner shall be entitled to the benefit of any surplus funds which may from time to time be held by the Council and shall be liable for Common Expenses in the same percentage as the individual Unit Owner has in the undivided interest of the total Common Elements.

(13) Use of Common Elements. The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the Units.

(14) Reserve Funds. The Council shall have the power to create a contingency reserve fund and to assess the Unit Owners for contributions to the contingency reserve fund in accordance with their percentage ownership of the Common Elements.

(15) Council's Right to Purchase. One (1) Unit may be purchased from the Sponsor by the Council on behalf of all Unit Owners for the use and occupancy of a resident superintendent or manager and his family, and the Council may arrange for a mortgage thereon.

ARTICLE VIII. NAME OF PROPERTY

The name by which the Property will be known henceforth is Woodland Manor Condominium.

ARTICLE IX. PERSONS TO RECEIVE SERVICE

Any member of the Council is hereby designated to receive service of process in any action which may be brought against two (2) or more Unit Owners relating to the Common Elements of one or more Units.

ARTICLE X. EASEMENTS

(1) Enjoyment of Common Elements. Every Unit Owner and Resident shall have a right and easement of enjoyment and ingress and egress in and to the Common Elements (as distinguished from Limited Common Elements) and such easement shall be appurtenant to and shall pass with the title to each Unit, subject to the following provisions:

(a) the right of the Council to limit the number of guests that may use the Common Elements;

(b) the right of the Council to charge reasonable admission and other fees for the use of recreational facilities, if any, situated upon the Common Elements or owned by a non-profit corporation consisting of and for the use and enjoyment of the Unit Owners, and residents of adjoining housing developments;

(c) the right of Council to lease the parking spaces in the parking garages to Unit Owners, Residents or other persons;

(d) the right of the Council to suspend the voting rights and right to use of the recreational facilities by a Unit Owner

for any period during which any assessment against his residence or any special recreational area fees or dues remains unpaid, and for a period not to exceed thirty (30) days for any infraction of the published rules and regulations of such facilities. Any Unit Owner may delegate, in accordance with this Declaration, his right of enjoyment to the Common Areas to the members of his family or tenants who reside in his Unit.

(2) Encroachments and Support. Each Unit and that portion of the Property included in the Common Elements shall be subject to an easement for encroachments created by construction, settling and overhangs as desired or constructed. A valid easement for said encroachments and for the maintenance of same, so long as they stand, shall and does exist. In the event that any Building is partially or totally destroyed and then rebuilt, the Unit Owners of the Units so affected agree that minor encroachments of parts of the adjacent residence or Common Elements due to construction shall be permitted and that a valid 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. A valid easement shall and does exist in favor of each Unit Owner to make reasonable use, not inconsistent with the terms of this Declaration, of the exterior wall of any adjoining Unit where the outer unfinished surface of such wall shall serve and separate any portion of such Unit Owner's Unit or Limited Common Elements appertaining thereto and an adjoining Unit notwithstanding the inclusion of such wall within the vertical boundaries of such adjoining Unit.

(3) Utilities, etc. There is hereby granted a blanket easement upon, across, over and under all of the Property for ingress, egress, installation, replacing, repairing and maintaining a master television antenna system and cable television system and all utilities including, but not limited to, water, sewers, gas, telephones and electricity. By virtue of this easement, it shall be expressly permissible for the providing utility company to erect and maintain the necessary poles and other necessary equipment on the Property and to affix and maintain utility wires, circuits and conduits on, above, across and under the roofs and exterior walls of the residence. Notwithstanding anything to the contrary contained in this subparagraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the property except as initially programmed and approved by the Sponsor or hereafter approved by the Council. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Council shall have the right to grant such easement on the Property without conflicting with the terms hereof. The easements provided for in this Article shall in no way affect any other recorded easement on the Property.

(4) Ingress and Egress. Every Unit Owner, Resident and his invitees shall have a right of ingress and egress to his Unit over and through the Common Elements and driveways in and on the Property.

(5) Other. There is hereby granted a blanket easement to the Council or its officers, agents and employees, to any Manager employed by or on behalf of the Council and to all policemen, firemen, ambulance 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 Limited and Unlimited 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 permission of the Unit Owner or Unit Owners or Residents directly affected thereby.

ARTICLE XI. PIPES, DUCTS, CABLES, WIRES, CONDUITS, PUBLIC UTILITY LINES AND OTHER COMMON ELEMENTS LOCATED INSIDE OF 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 located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of all other Unit Owners to use the pipes, ducts, wires, cables, conduits, public utility lines and other Common Elements serving such other Unit and located in such Unit. The Council shall have the right of access to each Unit at a reasonable time, prior notice having been given, and at any time in an emergency, in order to inspect same to remove any violations as set forth in this Declaration or Code of Regulations as from time to time in effect and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Buildings.

ARTICLE XII. POWER OF ATTORNEY TO COUNCIL

(1) Grant of Power. Each Unit Owner hereby grants to the persons who shall, from time to time, constitute the Council, an irrevocable power of attorney coupled with an interest, so that Council Members may perform, on behalf of the Unit Owners, the following:

(2) Powers Granted

(a) Acquire title to or lease any Unit whose Unit Owner desires to surrender, sell or lease the same as provided in the Code of Regulations, or which may be the subject of foreclosure or other judicial sale, in the name of the Council or their designees, corporate or otherwise, on behalf of all Unit Owners to convey, sell, lease, mortgage (but not to vote the votes appurtenant hereto) or otherwise deal with any such Units so acquired or to sublease any Units so leased by the Council.

(b) Purchase one (1) Unit for the use and occupancy of a resident superintendent or manager of the Premises and his family, and arrange for a mortgage thereon. The Council may upon vote of the majority of Unit Owners convey, sell or lease such apartment and any net proceeds therefrom shall be Common Profits. The Council may not vote the votes appurtenant to this Unit.

(c) Amend this Declaration in any manner as may be required by law.

ARTICLE XIII. UNITS SUBJECT TO DECLARATION, CODE OF REGULATIONS

All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and of the Code of Regulations as they may be amended from time to time. The acceptance of a Deed or conveyance or entering into a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration and Code of Regulations, as they may be amended from time to time, are accepted and ratified by such Unit Owner, tenant and occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

ARTICLE XIV. CHANGE OF PERCENTAGE

The proportionate undivided interest in the Common Elements may be altered by the recording of an amendment duly executed by all Unit Owners affected thereby, and by the Council without requiring the joinder of any other parties.

ARTICLE XV. AMENDMENT OF DECLARATION

Except as otherwise expressly permitted hereunder, this Declaration may be amended only by the vote of at least fifty-one percent (51%) of the Unit Owners so long as the Sponsor is the Unit Owner of one or more Units. At such time as the Sponsor is no longer the Unit Owner of one or more Units, it is specifically provided that this Declaration may only be amended by the vote of at least sixty-six and two-thirds percent (66-2/3%) of all interests in the Common Elements cast in person or by proxy at a meeting duly held in accordance with the Code of Regulations, provided, however, that any such amendment shall have been approved in writing by any mortgagee who is the holder of mortgages comprising the first liens on fifteen (15) or more Units, which approval shall not be unreasonably withheld. No such amendment shall be effective until recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, and no such amendment shall alter or change the provisions of Article XV.

ARTICLE XVI. SEVERABILITY

The severability of any provisions of the Condominium Documents shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of the Condominium Documents and, in such event, all of the other provisions of the Condominium Documents shall continue in full force and effect as if such invalid provision had never been included herein.

ARTICLE XVII. WAIVER

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

ARTICLE XVIII. GENDER, SINGULAR AND PLURAL

The use of the masculine gender in the Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural and vice versa, whenever the context so requires.

ARTICLE XIX. FIRST MEMBERS OF COUNCIL

The names of the first members of the Council are:

- (1) Howard L. Engelberg.
- (2) Lee L. Salancy.
- (3) Herman D. Engelberg.

ARTICLE XX. REMOVAL

(1) Property Removable. The Property may be removed from the provisions of the Unit Property Act by a revocation expressing the intention to so remove the Property previously made subject to the provisions of the Unit Property Act. No such revocation 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 and is duly recorded.

(2) Effect of Removal. When the Property subject to the provisions of the Unit Property Act has been removed as provided in (1) of this Article, the former Unit Owners shall, at the time that such removal becomes effective, own the Property as tenants in common. Each tenant in common shall own an individual interest in the property owned by him prior to its removal from the provisions of the Unit Property Act.

IN WITNESS WHEREOF, the Undersigned have hereunto set their hands and seals this 6 day of November, 1979.

HIGHEST MOUNTAIN ASSOCIATES,
a Pennsylvania General Partnership,
consisting of H.L.H. ASSOCIATES,
(a Limited Partnership of which
Herman D. Engelberg, Louis Engelberg
and Howard L. Engelberg are general
partners), FORBES ROAD SERVICES, INC.
and FORLAND LIMITED, INC.

WITNESS:
Barbara Antellas

H.L.H. ASSOCIATES:
Herman D. Engelberg (SEAL)
HERMAN D. ENGELBERG, General Partner

WITNESS:
Barbara Antellas

Louis Engelberg (SEAL)
LOUIS ENGELBERG, General Partner

WITNESS:
Barbara Antellas

Howard L. Engelberg (SEAL)
HOWARD L. ENGELBERG, General Partner

ATTEST:
Barbara Antellas

FORBES ROAD SERVICE, INC.
By: Charles Kras

ATTEST:
Barbara Antellas

FORLAND LIMITED, INC.
By: Rudolph Klaty

~~The undersigned mortgagee joins in this Declaration of Condominium and in the Code of Regulations and the Declaration Plan referred to herein for the purpose of acknowledging that the Mortgage dated the ___ day of 19___, recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania at Mortgage Book ___, Page ___ is subject to the terms and conditions of such documents.~~

ATTEST:

By: _____

(2) Unit Owners Directly Affected Thereby. For purposes of this Section X and Section 802 of the Unit Property Act only, the term "Unit Owners directly affected thereby" shall mean all Unit Owners in the damaged building or buildings comprising part of the Property

(3) Eminent Domain. A taking of, injury to, or destruction of part or all of the Property by the power, or a power in the nature, of eminent domain or by an action or deed in lieu of condemnation, shall be considered to be included in the term "damage or destruction" for purposes of this Section, and the proceeds of the eminent domain taking shall be treated in the same manner as insurance proceeds. Whenever all or part of the Common Elements shall be taken, injured or destroyed by eminent domain, each Unit Owner shall be entitled to notice thereof and shall participate in the proceedings incident thereto, but in any proceedings for the determination of damages, damage for such taking, injury or destruction of the Condominium as a whole shall be determined and a separate determination of damage to each Unit Owner's interest shall not be made.

SECTION XI. COMMON EXPENSES

(1) Payment of Common Expenses. All Unit Owners shall be obligated to pay the Common Expenses assessed by the Council on a monthly basis pursuant to the authority granted to the Council under this Code. At its option, the Council may authorize the Common Expenses to be collected by a mortgage of one or more Units or by any other servicing agent.

(2) Collection of Assessments. The Council shall assess Common Expenses against the Unit Owners from time to time and at least annually, and shall take prompt action to collect any Common Expenses due from any Unit Owner which remain unpaid for more than thirty (30) days from due date of payment thereof.

(3) Default in Payment of Common Expenses. In the event of any default by any Unit Owner in the payment of the Common Expenses determined to be owing, such Unit Owners shall be obligated to pay interest at the maximum legal rate permitted for loans for single family owner-occupied residences upon any delinquent Common Expenses from the due date thereof, together with all expenses including reasonable attorney's fees incurred in collecting said unpaid Common Expenses. All such sums shall be deemed to be liens upon the delinquent Unit subject only to the lien of any first mortgage. The Council shall have the right and duty to recover such Common Expenses together with such interest and costs in an action to recover the same brought against the Unit Owner under powers granted by the Unit Property Act.

SECTION XII. BALCONIES AND PATIOS

Any Balcony or patio to which there is direct access from the interior of a Unit shall constitute a Limited Common Element for the exclusive use of the Owner of such Unit. The Owners of a Unit to which a balcony or patio is attached or connected shall make repairs thereto caused by their own negligence, misuse or neglect and shall be responsible for all snow removal from said balcony or patio. Any other repairs or maintenance to or with respect to the Limited Common Elements shall be the responsibility of the condominium.

SECTION XIII. ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY THE COUNCIL

Whenever, in the judgment of the Council, Common Elements shall require additions, alterations or improvements costing in excess of Ten Thousand Dollars (\$10,000.00), said alterations or improvements shall not be made unless they have been approved by a majority of the Unit Owners present and voting at a meeting at which a quorum is present. When said approval has been obtained, all Unit Owners shall be assessed for the cost thereof as a Common Expense. In the event of any emergency which could cause damage to any building(s) or part(s) thereof, the Council may expend sums not in excess of Twenty-Five Thousand Dollars (\$25,000.00) to protect said building(s) or part(s) and the judgment of the Council shall be final. This provision is not intended to limit necessary maintenance, repair or replacement of any Common Element.

SECTION XIV. ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY THE UNIT OWNER

No Unit Owners shall make any structural addition, structural partition or wall change or structural alteration or improvement in or to his Unit without prior written consent of the Council and the mortgagee of said Unit. The Council shall have the obligation to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's Unit within thirty (30) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Council to the proposed structural addition, alteration or improvement.

SECTION XV. RIGHT OF ACCESS

Each Unit Owner shall grant a right of access to his Unit to the manager and/or the managing agent and/or any other person authorized by the Council for the purpose of making inspections and for the purpose of correcting any condition originating in his Unit and threatening another Unit or Common Element or for the purpose of performing necessary installations, alterations or repairs to the electrical or mechanical services or other Common Elements in his Unit or elsewhere in the Building within which the Unit is located

provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

SECTION XVI. PAYMENT FOR UTILITIES

All public utilities shall be supplied by the public utility company serving the area directly to each Unit, and each Unit Owner shall be required to pay only the bills for electricity, telephone charges attributable to his Unit. Council shall pay all bills for gas, common area, electricity and water consumed as a Common Expense.

SECTION XVII. PROCEDURE FOR SALE OR LEASE OF UNIT

Any Owner who wishes to sell or lease his Unit shall, within ten (10) days after accepting any offer to sell or lease, give to the Council written notice of the term of such offer, which notice shall specify the name and address of the offeror.

SECTION XVIII. MISCELLANEOUS

(1) Examination of Books. Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Council at a reasonable time on business days.

(2) Financing Purchase of Units by Council. Acquisition of Units by the Council on behalf of all Unit Owners may be made from the working capital in the hands of the Council, or if such funds are insufficient, the Council may levy an assessment against each Unit Owner in proportion to his ownership in the Common Elements and Limited Common Elements as a Common Expense, which assessment shall be enforceable in the same manner as Common Expenses, or the Council may in its discretion, borrow money to finance the acquisition of such Units, provided however, that no financing may be secured by an encumbrance or hypothecation of any of the Property other than the Unit itself together with the appurtenant interest thereto to be acquired by the Council. Notwithstanding any rights of the Council under this paragraph or under any other provision of these Regulations, the Council and/or the Condominium cannot at any one time hold title to more than ten percent (10%) of the total number of Units in the Condominium.

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Allegheny)

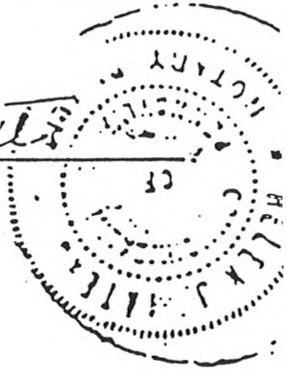
SS:

Before me, the undersigned authority, a Notary Public in and for said County and Commonwealth, personally appeared Charles Firth who acknowledged himself to be the _____ President of FORBES ROAD SERVICES, INC., the General Partner of HIGHEST MOUNTAIN ASSOCIATES, a Pennsylvania General Partnership, and acknowledged that as such _____ President he executed the within instrument for the purposes therein contained.

1977 WITNESS my hand and notarial seal this 6 day of Nov.

HELEN J. WATERS, Notary Public
Philadelphia, Allegheny County, Pa.
My Commission Expires December 13, 1982.

Helen J. Waters
Notary Public



COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF _____)

SS:

Before me, the undersigned authority, a Notary Public in and for said County and Commonwealth, personally appeared Rudolph G. Klotz who acknowledged himself to be the _____ President of FORLAND LIMITED, INC., the General Partner of HIGHEST MOUNTAIN ASSOCIATES, a Pennsylvania General Partnership, and acknowledged that as such _____ President he executed the within instrument for the purposes therein contained.

1979 WITNESS my hand and notarial seal this 6 day of Nov.

HELEN J. WATERS, Notary Public
Philadelphia, Allegheny County, Pa.
My Commission Expires December 13, 1982

Helen J. Waters
Notary Public



COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF *Allegheny*)

SS:

Before me, the undersigned authority, a Notary Public in and for said County and Commonwealth, personally appeared Herman D. Engelberg, Louis Engelberg and Howard L. Engelberg, who acknowledged themselves to be the General Partners of H.L.H. ASSOCIATES, a Pennsylvania Limited Partnership which limited partnership is a general partner of HIGHEST MOUNTAIN ASSOCIATE and acknowledged that as such General Partner they executed the within instrument for the purposes therein contained.

WITNESS my hand and notarial seal this 6th day of Nov. 1979.

HELEN J. MATERS, Notary Public
Allegheny County, Pa.
My Commission Expires December 13, 1982

Helen J. Maters
Notary Public



DESCRIPTION OF PROPERTY

FIRST:

All that certain lot or piece of ground situate in the 7th Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being bounded and described as follows:

BEGINNING at the point of the intersection of the Northerly line of Fifth Avenue, 60 feet wide, and the Westerly line of College Street, 50 feet wide; thence along said side of College Street North $20^{\circ} 54' 40''$ West 221.02 feet to the Southerly line of Kentucky Avenue, 50 feet wide; thence along said side of Kentucky Avenue, South $65^{\circ} 20''$ West 276.20 feet to a point; thence South $19^{\circ} 55' 54''$ East 221.30 feet to the Northerly line of Fifth Avenue aforesaid; thence along said side of Fifth Avenue, North $65^{\circ} 20''$ East, 280.00 feet to the place of beginning.

Being designated as Block 85-B, Lots 70 and 74 in the Deed Registry Office of Allegheny County.

SECOND:

All that certain lot or piece of ground situate in the 7th Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being bounded and described as follows:

BEGINNING at the point of the intersection of the Northerly line of Fifth Avenue, 60 feet wide, and the Easterly line of College Street, 50 feet wide; thence along said line of College Street, North $20^{\circ} 54' 40''$ West 221.02 feet to the Southerly line of Kentucky Avenue, 50 feet wide; thence along said side of Kentucky Avenue, North $65^{\circ} 20''$ East 191.19 feet to a point; thence South $20^{\circ} 54' 40''$ East 221.02 feet to the Northerly line of Fifth Avenue aforesaid; thence along said side of Fifth Avenue, South $65^{\circ} 20''$ West, 191.19 feet to the place of beginning.

Being designated as Block 85-B, Lot 62 in the Deed Registry Office of Allegheny County.

BEING the same premises conveyed by Chatham College, a non-profit corporation to Highest Mountain Associates, a Pa. General Partnership by deed dated September 26, 1979 and recorded in the Office of Recorder of Deeds of Allegheny County, Pennsylvania at Deed Book Volume 6174, Page 189.

AMENDMENT TO THE DECLARATION
FOR WOODLAND MANOR CONDOMINIUM

WHEREAS, Highest Mountain Associates, a Pennsylvania general partnership, executed a Declaration for the Woodland Manor Condominium on November 6, 1979, which was filed in Deed Book 6201, page 836, of the Allegheny County, Pennsylvania, records ("Declaration"); and

WHEREAS, a Declaration Plan was recorded in the office of the recorder of deeds of Allegheny County, Pennsylvania, simultaneously with the Declaration; and

WHEREAS, Article XVI of the Declaration provides that the Declaration may be amended by the vote of owners holding at least 66-2/3% of the interest in the common elements cast in person or by proxy at a meeting duly held in accordance with the provisions of the Code of Regulations and the prior written approval of any mortgagee who is the holder of first mortgages on 15 or more units, which approval shall not be unreasonably withheld; and

WHEREAS, the owners of at least 66-2/3% of the interest in the common elements approved the following amendment at a duly constituted meeting of the unit owners and all mortgagees holding first mortgages on 15 or more units in the Condominium have given their prior written consent;

NOW, THEREFORE, the Declaration for Woodland Manor Condominium is hereby amended as follows:

Article VII is amended by adding the following paragraph as paragraph (16) immediately following paragraph (15) thereof:

(16) The following restrictions shall apply to the leasing of any unit:

(a) For purposes of this Article, "leasing" is defined as regular occupancy of a unit by any person other than the owner for which the owner receives any consideration.

(b) Units may be leased only in their entirety; no fraction or portion of a unit may be leased. There shall be no sub-leasing of units or assignment of leases without approval of the Unit Owner and the Condominium Council. The Unit Owner shall provide to the lessee copies of the Declaration, Code of Regulations, and any rules and regulations.

(c) All leases shall be for an initial term of at least one (1) year unless a shorter term is approved by the Condominium Council.

(d) All leases shall be in writing and in a form approved by the Council. Leases in a form and text other than that found in Exhibit "A" may be used subject to Council's prior approval, only if the provisions of paragraphs 6, 7, 8, 10, 11 and 14 in their entirety are incorporated into the lease form. Copies of all leases shall be submitted to the Council for approval prior to their taking effect. Any lease in the form attached hereto as Exhibit "A", as it may be modified by the Council from time to time, shall be deemed approved upon submission to the Council.

(e) Lessees shall be prohibited from keeping pets in the leased unit or on the Condominium property.

(f) Upon request by the Council a lessee shall pay to the Council all unpaid annual and special assessments, as lawfully determined and made payable during the term of the lease and any other period of occupancy by lessee; provided, however, lessee need not make such payments to the Council in excess of or prior to the due dates for monthly rental payments unpaid at the time of the Council's request. All such payments made by the lessee shall reduce, by the same amount, the lessee's obligation to make monthly rental payments to his lessor. If the lessee fails to comply with the Council's request to pay assessments, the lessee shall pay to the Council all late charges, fines, interest, and costs of collection, including, but not limited to, reasonable attorney's fees actually incurred, to the same extent the lessee would be required to make such payments to the Council if the lessee were the owner of the premises during the term of the agreement and any other period of occupancy by lessee.

(g) Every lessee shall abide by and comply with all provisions of the Declaration, Code of Regulations, and rules and regulations adopted pursuant thereto and shall control the conduct of all other occupants and guests in order to insure compliance with the foregoing. A Unit Owner shall cause all occupants of his or her unit to comply with the Declaration, Code of Regulations, and the rules and regulations adopted pursuant thereto, and is

responsible for all violations and losses caused by such occupants, notwithstanding the fact that such occupants are fully liable and may be sanctioned for any such violation. All fines imposed for violations hereunder shall be assessed against the lessee; provided, however, if the fine is not paid by the lessee within the time period set by the Council, the Unit Owner shall pay the fine upon notice from the Council of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the unit. Any lessee charged with a violation of the Declaration, Code of Regulations, or rules and regulations adopted pursuant thereto is entitled to the same procedure to which an owner is entitled prior to the imposition of a fine or other sanction.

(h) Any violation of the Declaration, Code of Regulations, or rules and regulations adopted pursuant thereto by a lessee, any occupant or any person living with the lessee which continues unabated for more than ten (10) days after lessee and Unit Owner have received written notice to abate the violation shall be a default under the lease. In such event, the Unit Owner may terminate the lease without liability and evict the lessee in accordance with Pennsylvania law. In addition, the Council shall have the power and authority to evict the lessee on behalf of and for the benefit of the owner, in accordance with the terms hereof. In the event the Council proceeds to evict the lessee, any costs, including attorney's fees and court costs, associated with the eviction shall be specially assessed against the unit and the Owner thereof.

(i) The Unit Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the common elements of the Condominium.

(j) All leases shall be deemed to include the provisions of this paragraph (16), whether or not expressly herein stated, and each Unit Owner covenants and agrees that any lease of a unit shall contain such provisions and agrees that if such provisions are not expressly contained therein, then they shall be incorporated into the lease by existence of this covenant on the unit. Any lessee, by occupancy in a unit, agrees to the applicability of this covenant and incorporation of the above provisions into the lease.

(k) This Paragraph (16) shall apply to all leases executed after the effective date of this amendment. All leases executed on or before the effective date hereof shall not be subject to the terms of this paragraph (16) provided, any assignment, extension, renewal or modification of any such lease shall be considered a termination of the old lease and commencement of a new lease, which shall be subject hereto. Any Unit Owner leasing his unit on the effective date hereof shall promptly place on file with the Council a copy of the lease in effect.

Article VII is amended by adding the following paragraph as paragraph (17) immediately following paragraph (16) thereof:

(17) No unit (except those units owned on behalf of all Unit Owners and used as administrative offices or storage facilities) shall be used for any purpose other than as a primary residence for the use of a single family. For purposes of this paragraph, a "primary residence" shall be defined as a permanent place of abode, intended to be occupied by the same resident or residents on a continuing basis for at least six months out of a year, as opposed to temporary living quarters for one or more persons or a vacation home, or any other use. For the purposes of this paragraph, "single family" shall be defined as any number of individuals interrelated by blood, adoption or marriage, or no more than two unrelated individuals and the children of each. The words "interrelated by blood" shall be deemed to encompass only children, parents, grandparents, brothers and sisters, and no other degree of kinship. No business activity shall be carried on in any unit.

IN WITNESS WHEREOF, the undersigned members of the Council for the Woodland Manor Condominium hereby certify that the foregoing Amendment was duly approved by unit owners holding at least sixty-six and two-thirds (66-2/3%) percent of the interest in the common elements at a duly constituted meeting of the unit owners and by all mortgagees holding first mortgages on 15 or more units.

This 16 day of April, 1987

WOODLAND MANOR CONDOMINIUM

Elise W. Ford
Paul J. Bry
Goldie B. Rofey
W. Richard Booth
John J. Isherwood

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

On this the 16th day of April, A.D. 1987, before me, a Notary Public the undersigned officer, personally appeared Elise W. Ford, Paul J. Bry, Goldie B. Rofey, W. Richard Booth, John J. Isherwood, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

Linda E. Skowinski
My Commission Expires December 3, 1988
LINDA E. SKOWINSKI, Notary Public
Pittsburgh, Allegheny County, Pa.
My Commission Expires December 3, 1988

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