

DECLARATION OF MASTER RECREATION ASSOCIATION

FOR

PARK AT MARSHALL, A CONDOMINIUM

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**DECLARATION OF MASTER RECREATION
ASSOCIATION FOR PARK AT MARSHALL,
A CONDOMINIUM**

ARTICLE I

SUBMISSION: DEFINED TERMS

1.1. Declarant; Property; County; Name. **Celtic Capital, LLC**, a Pennsylvania limited liability company (the "**Declarant**"), hereby submits the real estate described in **Exhibit "A"** attached hereto (the "**Real Estate**") located in the Township of Marshall, Allegheny County, Pennsylvania, including all easements, rights and appurtenances thereunto belonging and the buildings and improvements erected or to be erected thereon (collectively, the "**Property**") to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa.C.S.A. §3101 *et. seq.*, as amended (the "**Act**"), and hereby creates with respect to the Property, a master recreation association, to be known as the "**PARK AT MARSHALL MASTER RECREATION ASSOCIATION**" (the "Master Recreation Association").

1.2. Purposes.

a. To manage, own and maintain the Master Recreational Area including, but not limited to: the swimming pool, clubhouse building, fitness facilities and appurtenant parking.

b. To own, purchase, manage, maintain, repair and replace any or all of the equipment, facilities and buildings used in connection with the operation of the Master Recreational Area including: the swimming pool, clubhouse building, fitness equipment and appurtenant parking.

c. To establish an orderly and efficient system of billing to pay for the expenses incurred in the furtherance of the purposes listed in 1.2 (a.) and (b.) above.

d. To promulgate such rules and regulations and perform such actions as are necessary to achieve the purposes listed in 1.2 (a.), (b.) and (c.) above.

1.3. Easements and Licenses. Attached as **Exhibit "B"** is a copy of the recorded easements and licenses affecting the Real Estate.

1.4. Defined Terms.

1.4.1. Terms Defined in the Act. Capitalized terms not otherwise defined herein or in the Plats and Plans shall have the meanings used in the Act.

1.4.2. Terms Defined Herein. The following terms shall be defined as follows:

a. **"Common Elements"** means the swimming pool, clubhouse building, including the fitness facilities, and appurtenant parking.

b. **"Common Expenses"** means those expenses for which the Master Recreation Association is responsible under this Declaration and the Act including, but not limited to: the actual and estimated costs of maintenance, management, operation, repair and replacement of the Common Elements; the cost of utilities which are metered to the Master Recreation Association; cost of trash collection and removal; cost of management and administration of the Master Recreation Association, including, but not limited to, compensation paid by the Master Recreation Association to managers, accountants, attorneys and other employees; the cost of all landscaping, snow removal and other services benefiting the Common Elements; the cost of fire, casualty and liability insurance, workers' compensation insurance, errors and omissions and director, officer and agent liability insurance, and other insurance covering the Common Elements and the directors, officers and agents of the Master Recreation Association; taxes paid by the Master Recreation Association; and the cost of any other expenses incurred by the Master Recreation Association for the common benefit of the Unit Owners are those expenses for which the Master Recreation Association is responsible under this Declaration and the Act.

"Condominiums" means the Condominiums which are known as "Park at Marshall" and any other Condominium created within Lot No. 1 or 2 of CELTIC CAPITAL, LLC PLAN OF LOTS, as recorded in the Recorder's Office of Allegheny County, Pennsylvania, in Plan Book Volume 16353, Page 168, that the Declarant admits to the Master Recreation Association.

c. **"Declarant"** means the Declarant described in **Section 1.1** above and all successors to any Special Declarant Rights.

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

e. **"Executive Board"** means the Executive Board of the Master Recreation Association.

f. **"Master Recreation Association"** means the unincorporated Unit Owners' Master Recreation Association of the Condominiums which are known as "Park at Marshall" within LOT No. 1 that the Declarant later includes hereto.

g. **"Percentage Interest"** means the undivided ownership interest in the Common Elements appurtenant to each Unit, the relative voting strength in the Master Recreation Association appurtenant to each Unit and the relative Common Expense liability appurtenant to each Unit as set forth in **Section 2.2** of this Declaration.

h. **"Plats and Plans"** means the Plats and Plans being recorded contemporaneously herewith in the office of Recorder of Deeds of Allegheny County, Pennsylvania as the same may be amended from time to time, which are hereby incorporated herein as **Exhibit "C"**.

i. **"Property"** means the Property described in **Section 1.1** above.

j. **"Sub-Associations"** means the unincorporated Unit Owners' Associations of Condominiums known as the "Park at Marshall Condominium Association Lot No. 1 or 2,, that the Declarant admits to the Master Recreation Association.

l. **"Unit"** means a unit as described in the Declarations for the Condominiums which are known as "Park at Marshall" and any other condominium created within Lot No. 1 or 2 that the Declarant admits to the Master Recreation Association.

m. **"Unit Owner" or "Owner"** means the fee simple owner or owners of a Unit.

ARTICLE II

ALLOCATION OF PERCENTAGE INTERESTS, VOTES AND COMMON EXPENSE LIABILITIES; COMMON ELEMENTS; MAINTENANCE RESPONSIBILITIES

2.1. Plats and Plans. The location and dimensions of the Common Elements and other improvements comprising the Property are shown on the Plats and Plans.

2.2. Percentage Interests. The Percentage Interest allocated to each Unit shall be determined by a fraction having as the numerator the number 100 and as the denominator the total number of Units created in the Condominiums at the time this Declaration is recorded. The Percentage Interest shall determine the share of Common Expense liability appurtenant to each Unit. The Percentage Interest in the Common Elements appurtenant to each Unit will be reduced as additional Units are added to the Condominiums and occupied so that the total Percentage Interest of all Units will always be 100%.

2.3. Voting. Each Unit shall have one vote. Class or cumulative voting is not permitted.

2.4. Composition. The Master Recreation Association is hereby organized upon the recording of this Declaration as an unincorporated Master Recreation Association. The Master Recreation Association shall consist of all of the Unit Owners acting as a group in accordance with the Act, this Declaration and the By-Laws.

2.5 Common Elements. The Common Elements shall mean and include the Property, and the air space above the Property, including but not limited to the following:

- a. The pool, clubhouse, fitness facilities, the pool parking area and all appurtenances thereto.
- b. All other apparatus, equipment and installations existing for the common use.

2.6. Maintenance Responsibilities. Maintenance responsibility is divided into responsibility for performance and responsibility for payment. The Master Recreation Association is responsible for performing and payment for the maintenance, repair and replacement of the Common Elements. The Unit Owners within each of the Condominiums are responsible for the payment of all expenses incurred for such maintenance, repair and replacement of the Common Elements.

ARTICLE III

EASEMENTS

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

a. Access Easement. Each Unit Owner is hereby granted an easement on, over and through the Common Elements for the purpose of assuring to each Unit Owner adequate and uninterrupted access to the facilities erected on the Property for Unit Owner's use and enjoyment.

b. Utility Easements. The Property shall be, and is hereby, made subject to easements in favor of the Declarant, the Condominium, the Master Recreation Association, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property and/or the Condominiums and/or any portion of Lot No. 1 or 2. The easements created in this Section shall include, without limitation, rights of Declarant, the Sub-Associations, the Master Recreation Association, the associations for any other condominiums created in Lot No. 1 or 2, 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 Common Elements; provided, however, no such installation, line or pipe shall interfere with the Unit Owners use and enjoyment of the Property.

c. Declarant's Easement to Correct Drainage. Declarant reserves, for itself and for the benefit of Lot No. 1 or 2, an easement, on, over and under the Common Elements for the purpose of maintaining and correcting drainage of surface water from Lot No. 1 or 2 for the

discharge of storm water runoff from all of Lot No. 1 or 2 in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section 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.

d. Construction Easement. Until the expiration of ten (10) years after the date thereof, the Declarant shall have an easement through the Common Elements for access or any other purpose necessary to complete any renovations or work to be performed by the Declarant.

3.2 Easement for Use of Property

a. Declarant's Easement for Development, Construction and Sales Representatives. Declarant reserves for itself and for the Condominiums, an easement on, over and under Common Elements, for all purposes relating to the construction, development, leasing sale and marketing of Units and other improvements within Lot No. 1 or 2. This easement shall include, without limitation, the right of vehicular and pedestrian ingress and egress, the right to park motor vehicles and to engage in construction and marketing activities of any nature whatsoever, including the movement and storage of building materials and equipment, the conduct of sales, leasing and management activities, and maintenance of models and offices and the erection and maintenance of directional and promotional signs.

b. Each Unit Owner is hereby granted a non-exclusive, perpetual right and easement of access to and enjoyment in common with others of the amenities and recreational facilities constituting the Property.

c. The rights and easements of access and enjoyment created hereby shall be subject to the following:

(1) the right of the Master Recreation Association to charge users (including Unit Owners and guests) reasonable admission and other fees for the use of the Property; and

(2) the right of the Master Recreation Association to adopt rules and regulations (the "Rules and Regulations") governing the use of the Property.

d. As a condition of the enjoyment of the easement created by Section 3.3, each Unit Owner shall pay to the Master Recreation Association each month an assessment levied exclusively for a proportionate share of the costs for the management, operation, repair, replacement and maintenance of the Property and for services and facilities related thereto. The assessment payable by each such record owner shall equal the amount determined by multiplying the actual operational expenses and estimated reserves for replacements and capital improvements less any income for the Property by a fraction, the numerator of which shall be the number of occupied Units which such record owner owns and the denominator of which shall be the sum of the occupied Units within all Sub-Associations. The assessment levied under this Subsection d. shall be adjusted annually by the Master Recreation Association to reflect changes

in the number of occupied Units. All such assessments shall be deemed a General Common Expense, subject to collection as provided in Article V of this Declaration. If the cash requirement estimated at the beginning of any fiscal year shall prove to be insufficient to cover the actual Common Expenses for such fiscal year, the Executive Board of the Master Recreation Association shall have the power, at any time (and from time to time) it deems necessary and proper, to levy one or more Special Assessments against each Unit Owner.

ARTICLE IV

USE RESTRICTIONS

4.1. Use of Common Elements. The use of the Common Elements shall be subject to the following restrictions:

a. Nuisances. No noxious or offensive activity shall be carried on in any portion of the Common Elements nor shall anything be done thereon which may be or may become an unreasonable annoyance or nuisance to the other Unit Owners.

b. Garbage and Refuse Disposal. Trash, garbage and other waste shall be kept only in sanitary containers and shall be disposed of in such manner as may be prescribed from time to time by Rules and Regulations promulgated by the Master Recreation Association, at all times subject, however, to ordinances of the Township of Marshall.

c. Animals. No animals of any kind shall be allowed in the Common Elements, except as specifically authorized by the Rules and Regulations adopted from time to time by the Executive Board.

d. Obstruction and Storage. There shall be no obstruction or alteration of the Common Elements nor shall anything be stored in or on the Common Elements without prior consent of the Executive Board except as herein expressly provided.

e. Insurance. Nothing shall be done or kept in the Common Elements which will increase the rate of insurance on the Property, or contents thereof, without the prior written consent of the Executive Board. No Unit Owner shall permit anything to be done or kept in the Common Elements which will violate any law, statute, ordinance or regulation of any governmental body or which will result in the cancellation of any insurance maintained by the Executive Board. No waste shall be committed in the Common Elements.

f. Signs.

(i) With the exception of the rights reserved to Declarant, no sign, poster, billboard or other advertising device of any character shall be erected, hung, flown or maintained on or over the Common Elements without prior written approval having been

obtained from the Executive Board. The Executive Board may summarily cause all unauthorized signs to be removed or destroyed.

(ii) The right is reserved by the Declarant or its agent or agents to place "For Sale" or "For Rent" signs on any part of the Common Elements.

g. Vehicle Storage. Except as provided herein, there shall be no storage upon any Common Elements of any automobile, truck, tractor, mobile home, camper, boat or other transportation device of any kind, unless approved by the Executive Board and permitted by the Rules and Regulations hereinafter adopted. No owners or tenants shall repair or restore any vehicle of any kind upon any Common Elements except for emergency repairs. In addition, the Board shall have the right to adopt further detailed rules and regulations concerning parking and the operation of vehicles on the Property.

4.2. Rules and Regulations. Reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property, may be adopted from time to time by the Executive Board. 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. Initially, the Rules and Regulations shall be proposed by the Declarant and adopted by the first Executive Board. Any further adoption or amendment of the Rules and Regulations shall require the Executive Board to give at least thirty (30) days' written notice to all Unit Owners of the proposed rules and regulations (or amendments) and provide all Unit Owners with an opportunity to comment on the proposed rules, either in writing or at a regular or special meeting of the Board, prior to the adoption or amendment of the Rules and Regulations.

ARTICLE V

BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

5.1. Annual Assessments. All regular Common Expense assessments made in order to meet the requirements of the Master Recreation Association's annual budget shall be adopted and assessed on an annual basis payable in equal monthly installments in advance on the first day of each month. The Executive Board shall prepare an annual budget for each fiscal year of the Master Recreation Association in accordance with the provisions of the Act. Common Expenses under the budget shall be allocated in accordance with each Unit's Percentage Interest.

5.2. Special Assessments. If the cash requirement estimated at the beginning of any fiscal year shall prove to be insufficient to cover the actual Common Expenses for such fiscal year, the Executive Board shall have the power, at any time (and from time to time) it deems necessary and proper, to levy one or more Special Assessments against each Unit Owner.

5.3. Payments. All Common Expense assessments made in order to meet the requirements of the Master Recreation Association's annual Budget shall be deemed to be adopted and assessed on a monthly basis (rather than on an annual basis payable in monthly installments) and shall be due and payable in advance on the first day of each month. Special Assessments and fines shall be due and payable in one or more monthly payments, in advance, on the first day of each month, as determined by the Executive Board. Liability for assessments for Common Expenses shall commence with respect to a Unit upon occupancy of that Unit, and Declarant shall have no liability for any assessments prior to such occupancy. Each of the Sub-Associations shall be responsible for the collection of such assessments from the Unit Owners within such Sub-Associations and the timely remittance of such assessments to the Master Recreation Association. For collection purposes, the Sub-Associations are deemed to be an agent of the Master Recreation Association and are afforded the benefit of the Sections of the Act in this Article relating thereto.

5.4 Payment of Common Expenses. The obligation to pay Common Expenses that benefit fewer than all of the Units shall be assessed exclusively against the Units benefited on an equal basis. The Declarant shall be responsible for all costs of the Master Recreation Association until such time as the Executive Board of the Master Recreation Association establishes an assessment against Units. For assessment purposes, a Unit is deemed to be created, and thus subject to the payment of assessments, only upon issuance of an occupancy permit for that Unit or the possession of such Unit, whichever later occurs. Declarant shall not be assessed on unsold Units that have not yet been created, but shall only be responsible for any actual costs incurred by the Master Recreation Association with respect to such Units to which Declarant holds title on an equal basis with Units that are sold and occupied.

5.5. Surplus. Any amounts accumulated from assessments and income from the operation of the Common Elements in excess of the amount required for actual expenses and reserves shall be credited to each Unit Owner in accordance with their Percentage Interest, said credits to be applied to the assessments due from said Unit Owners under the next fiscal year's budget.

5.6. Limitation on Expenditures. There shall be no structural alterations, capital additions to, or capital improvements on the Common Elements (other than for purposes of repairing, replacing and restoring portions of the Common Elements) requiring an expenditure in excess of ten (10%) percent of the Master Recreation Association's total budget for that fiscal year without the prior approval of two-thirds (2/3) of the Unit Owners.

5.7. Reserve. Each annual budget for Common Expenses shall include an amount reasonably considered by the Executive Board to be sufficient as a reserve for replacements, contingencies, capital expenditures and deferred maintenance. At time of conveyance of each Unit to a Unit Owner, such Unit Owner shall pay to the Master Recreation Association an amount equal to two (2) months Common Expense assessment. In addition, the Executive Board shall have the right to segregate all or any portion of the reserve for any specific replacement or contingency upon such conditions as the Executive Board deems appropriate. The Executive

Board may treat such sums as capital contributions or take any other action which it deems to be required by the Internal Revenue Code to obtain the optimum use of said funds.

5.8. Accounting. Within one hundred-twenty (120) days after the end of the fiscal year of the Master Recreation Association, 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 assessments and leases and sales of property, showing the net excess or deficit of income over expenditures plus reserves.

5.9. Interest and Late Charges. All Common Expense Assessments and Special Assessments shall be subject to a reasonable late charge, with the amount to be determined at the discretion of the Executive Board, which late charge will be levied as of the fifth (5th) day following the due date for the payment of any such assessments. Sums assessed by the Executive Board against any Unit Owner shall also bear interest thereon at the rate of fifteen (15%) percent annum or such other rate as may be determined by the Executive Board from the 60th day following the due date of any such assessment. If any assessments are past due for more than sixty (60) days, the Executive Board may accelerate all of the assessment payments due from such Unit Owner for that fiscal year of the Master Recreation Association, and the total amount assessed against the Unit Owner for that fiscal year but not yet paid shall become immediately due and payable.

5.10. Failure to Fix New Assessments. If the Executive Board shall fail to fix new assessments for Common Expenses for the subsequent fiscal year before the expiration of any fiscal year, the Unit Owners shall continue to pay the same sums they were paying for such assessments during the fiscal year just ended and such sum shall be deemed to be the new assessments for the succeeding fiscal year. If the Executive Board shall change the assessment at a later date, such new assessment shall likewise be treated as Common Expense assessment adopted and assessed on an annual basis, but payable in equal monthly installments.

5.11. No Exemption or Waiver. No Unit Owner is exempt from liability with respect to the Common Expenses by waiver of the enjoyment of the right to use any of the Common Elements or by the abandonment of his Unit or otherwise.

5.12. Personal Liability of Unit Owners and Lien Against Unit. All sums assessed by the Master Recreation Association as a Common Expense assessment or Special Assessment, together with late charges and interest thereon, shall constitute the personal liability of the owner of the Unit so assessed and also shall, until fully paid, constitute a lien against such Unit pursuant to Section 3315 of the Act. The Master Recreation Association may take action for failure to pay any assessment or other charges pursuant to Section 3315 of the Act and may assess a late charge for failure to pay the assessment or other charge on the date on which it is due. Any delinquent Owner shall also be obligated to pay (i) all expenses of the Executive Board, including reasonable attorneys' fees, incurred in the collection of delinquent assessments by legal proceedings or otherwise, and (ii) any amounts paid by the Executive Board for taxes or on account of superior liens or otherwise to protect its lien, which expenses and amounts, together with accrued late charges and interest, all of which shall constitute part of the delinquent assessment and shall be collectible as such.

5.13. Unpaid Assessments upon Execution Sale Against a Unit. Any unpaid assessments which cannot be promptly collected from the former Unit Owner may be reassessed by the Executive Board as a Common Expense to be collected from all of the Unit Owners, including (by way of illustration and not limitation) the purchaser who acquired title at the Sheriff's Sale, the successors and assigns of the former Unit Owner and any holder of a Eligible Mortgage who comes into possession of a Unit by Deed in lieu of foreclosure or assignment in lieu of foreclosure.

5.14. Liability of Purchaser of Unit for Unpaid Assessments. Notwithstanding the provisions of this Article (but subject to the provisions of Section 3407(c) of the Act), upon the voluntary sale, conveyance or any other voluntary transfer of a Unit or any interest therein, the grantee thereof shall be jointly and severally liable with the grantor thereof for all unpaid assessments for Common Expenses which are a charge against the Unit as of the date of consummation of the sale, conveyance or transfer, but such joint and several liability shall be without prejudice to such grantee's right to recover from such grantor the amount of any such unpaid assessments which such grantee may have paid, and until any such assessments are paid, they shall continue to be a lien against the Unit which may be enforced in the manner set forth in Section 3315 of the Act. Notwithstanding the foregoing, any holder of an Eligible Mortgage which comes into possession of a Unit by Deed in lieu of foreclosure or assignment in lieu of foreclosure, shall not be liable for any unpaid assessments for Common Expenses, or for fees, charges, late charges, fines and interest charged pursuant to Section 3302(a)(10), (11) and (12) of the Act, which are charges against the Unit taken by such Eligible Mortgagee in lieu of foreclosure, and any such charges may be reassessed by the Executive Board as Common Expense to be collected from all of the Unit Owners (including said Eligible Mortgagee which acquired such Unit in lieu of foreclosure).

ARTICLE VI

LIMITATION OF LIABILITY

6.1. Limited Liability of the Executive Board. The Executive Board, and its members in their capacity as members, officers and employees:

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

b. Shall not be liable to the Unit Owners as a result of the performance of the Executive Board members' duties for any mistake of judgment, negligence or otherwise, except as provided in Section 3303(a) of the Act;

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

d. Shall not be liable to a Unit Owner, or such Unit Owner's tenants, employees, agents, customers or guests, for loss or damage caused by theft of or damage to personal property left by such Unit Owner or his tenants, employees, agents, customers or guests in a Unit, or in or on the Common Elements, except for the Executive Board members' own willful misconduct or gross negligence;

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

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

6.2. Indemnification. Each member of the Executive Board, in his capacity as an Executive Board member, officer or both, shall be indemnified by the Master Recreation Association against all expenses and liabilities, including attorney's 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 guilty of willful misconduct or gross negligence in the performance of his duties; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Master Recreation Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his conduct was unlawful. The indemnification by the Unit Owners set forth in this Section shall be paid by the Master Recreation Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board members and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

6.3. Defense of Claims. Complaints brought against the Master Recreation Association, the Executive Board or the officers, employees or agents thereof in their respective capacities as such, shall be directed to the Executive Board of the Master Recreation Association, which shall promptly give written notice thereof to the Unit Owners and the holders of any mortgages on Units and such complaints shall be defended by the Master Recreation Association. The Unit Owners and the holders of mortgages on Units shall have no right to participate in such defense other than through the Master Recreation Association.

6.4. Insurance. The Executive Board shall obtain insurance to satisfy the indemnification obligation of the Master Recreation Association and all Unit Owners set forth above, if and to the extent reasonably available.

6.5.

ARTICLE VII

INSURANCE

7.1. Types and Amounts. The Master Recreation Association shall obtain the following types and amounts of insurance (but in all events all insurance required by §3312 of the Act):

a. Hazard insurance, with an endorsement for extended coverage, or such other fire and casualty insurance as the Executive Board may determine which provides equal or greater protection for the Unit Owners and the holders of Eligible Mortgages, if any, in each case complying with the applicable requirements of this Article. Such hazard insurance shall, if and to the extent reasonably available, provide coverage of all portions of the Property. Such hazard insurance shall insure against all risks of direct

physical loss commonly insured against, including, without limitation, fire, vandalism, malicious mischief, wind, storm and water damage, and debris removal. The Executive Board may also obtain demolition coverage and such other hazard insurance coverage as the Executive Board deems appropriate. If such hazard insurance becomes unavailable in the future, the Executive Board shall obtain such comparable insurance as is then available. The amount of any such hazard insurance obtained pursuant to this Article shall be reviewed annually by the Executive Board, and shall be not less than one hundred (100%) percent of the full insurance replacement value of the Common Elements, without deduction for depreciation (i.e., one hundred (100%) percent of current "replacement cost" exclusive of land, foundation, excavation and other items normal excluded from coverage), with an "agreed amount endorsement" and an "inflation guard endorsement," if available.

b. Comprehensive liability insurance, complying with the requirements of this Article, insuring the Unit Owners, in their capacity as owners of the Common Elements and as Master Recreation Association members against any liability to the public or to other Unit Owners, their tenants, invitees or licensees, relating in any way to the ownership and/or use of the Common Elements or any part thereof. Such insurance policy shall contain a "severability of interest endorsement" or equivalent coverage which precludes the insurer from denying the claim of a Unit Owner because of the negligent acts of the Master Recreation Association or any Unit Owner. Limits of liability shall be at least One Million Dollars (\$1,000,000.00) Combined Single Limit covering all claims for personal injury (including medical payments) and property damage. The Executive Board may arrange coverage meeting the requirements of the preceding sentence with such deductibles and umbrella policies as are reasonable for a structure of like site and use located in Allegheny County. The insurance obtained by the Executive Board shall include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, and such other risks as are customarily covered, in such amounts as are deemed appropriate by the Executive Board. The scope and amount of coverage of all liability insurance policies shall be reviewed annually by the Executive Board and may be changed in its discretion, provided that such shall continue to comply with the requirements of this Article.

c. At the option of the Executive Board, a fidelity bond or insurance coverage against dishonest acts on the part of such persons (including, without limitation, Executive Board and Master Recreation Association members, officers, trustees, agents, employees and volunteers, where such coverage is available for volunteers) responsible for handling funds belonging to or administered by the Master Recreation Association.

d. Such workers' compensation insurance as applicable law may require.

e. Insurance to satisfy the indemnification obligation of the Master Recreation Association and all Unit Owners set out in Article VI hereof, if and to the extent available.

7.2. Required Provisions. Insurance obtained by the Master Recreation Association shall be in accordance with the following provisions:

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

b. All policies shall be written with a company licensed to do business in the Commonwealth of Pennsylvania, if possible, and, for the hazard insurance policy described above, the Executive Board shall endeavor to use a company holding a rating of Class A or better by Best's Insurance Reports, or by an equivalent rating or bureau should Best's Insurance Reports cease to be issued. Exclusive authority to adjust losses under all policies shall be vested in the Master Recreation Association or its authorized representative. Prior to the adjustment of any such loss, the Master Recreation Association shall decide whether, if the Master Recreation Association uses a public adjuster in connection therewith, the proceeds of any applicable insurance policy are likely to be sufficiently increased through the efforts of such adjuster to warrant the additional expense of retraining such an adjuster. If such decision shall be in favor of using a public adjuster, the Master Recreation Association shall retain a public adjuster, licensed as such by the Commonwealth of Pennsylvania, which adjuster shall act solely in the capacity of advisor to the Master Recreation Association's authorized representative.

c. Such policies shall contain an endorsement waiving all rights of subrogation against the Executive Board, the Master Recreation Association, any managing agent, the Unit Owners and their respective tenants, employees, agents and invitees.

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

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

f. The insured under each policy required pursuant to this Article shall be the Master Recreation Association.

g. Each insurance policy required to be carried by the Master Recreation Association pursuant to this Article shall be endorsed to provide that all proceeds shall be payable to the Master Recreation Association.

h. Coverage may not be prejudiced by: (1) any act or negligence of one or more Unit Owners when such act or neglect is not within the control of the Master Recreation Association; or (2) any failure of the Master Recreation Association to comply with any warranty or condition regarding any portion of the Property over which the Master Recreation Association has no control.

i. All policies of property insurance shall provide that, despite any provisions giving the insurer the right to elect to restore damage in lieu of a cash settlement, such options shall not be exercisable (1) without the prior written approval of the Executive Board of the Master Recreation Association; or (2) when in conflict with any requirement of law.

j. Insurance coverage obtained and maintained by the Master Recreation Association pursuant to the requirements of this Article may not be brought into contribution with insurance purchased by Unit Owners or their mortgages.

k. In the event that any of the requirements of this Article become unenforceable because of changes in applicable laws or regulations affecting the insurance industry, or become unavailable due to unreasonable expense or changes in the insurance market, such provisions shall each be deemed severable and may be temporarily or permanently eliminated by the Executive Board upon receipt of a written opinion from an independent insurance agent or other consultant stating the basis why such insurance requirement is not enforceable or available, as the case may be. At least sixty (60) days prior to taking any such action, the Executive Board shall give written notice to each Unit Owner and Eligible Mortgagee who has registered with the Master Recreation Association and such action may be blocked by written petition or referendum of a majority of the Unit Owners or the written objection of Eligible Mortgagees holding mortgages on at least fifty-one (51%) percent of the Units. Nothing contained in this paragraph shall be deemed to limit any requirements of Article VI hereof, and in the event of an inconsistency, Article VI shall prevail.

ARTICLE VIII

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 Master Recreation Association and Unit Owners to negotiate and obtain an award of damages for such taking, which award shall be payable to the Master Recreation Association as trustee for all of the Unit Owners and their mortgagees. 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. The Unit Owners directly affected by any such taking shall represent and negotiate for themselves with respect to damage awards for their respective Units.

ARTICLE IX

TERMINATION

9.1. Means of Termination. The Master Recreation Association may be terminated in the following manner:

a. By Statute. As provided by the Act.

b. Destruction. In the event there is substantial destruction of all of the Units and/or Common Elements and eighty (80%) percent of the Unit Owners directly affected by said destruction and by Eligible Mortgagees who represent fifty-one (51%) percent of the votes of the Units that are subject to Eligible Mortgages, voting as in all other instances, shall duly resolve not to proceed with repair or restoration, then and in that event, the Condominium form of ownership will be thereby terminated. The determination not to reconstruct after casualty shall be evidenced by a certificate of the Executive Board executed by the President and Secretary certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Allegheny County, Pennsylvania.

c. General Provisions. When the Property has been removed from the provisions of the Act, the former Unit Owners shall, at the time such removal becomes effective, become tenants in common of the Property, and the holders of mortgages, judgments and other liens against the Unit or Units formerly owned by such Unit Owners shall have mortgages, judgments and liens upon the respective undivided common interests of the Unit Owners in the entire Property. The undivided interest in the Property owned in common which shall appertain to each Unit Owner following such removal shall be in the same proportion of the fair market value of such Unit Owner's interest to the fair market value of the interest of all Unit Owners determined in accordance with Section 3220 of the Act. All funds held by the Executive Board and all insurance proceeds, if any, shall be and continue to be held for the Unit Owners in proportion to the

amount of their respective Percentage Interests determined as aforesaid in accordance with Section 3220 of the Act. The costs incurred in connection with such termination shall be a Common Expense.

d. Removal from Act. If the Property shall be removed from the provisions of the Act, then the Property may be subject to an action for partition by any Unit Owner or lien or as if owned in common in which event the net proceeds of sale shall be divided among all the Unit Owners in proportion to the fair market value of their respective Interests determined in accordance with Section 3220 of the Act; provided, however, that no payment shall be made to a Unit Owner until there has first been paid from his share of such net proceeds all liens or charges on his Unit. Such removal of the Property from the provisions of the Act shall not preclude its subsequent submissions to the provisions thereof in accordance with the terms of the Act or in the alternative, the Act, if appropriate.

ARTICLE X

DECLARANT'S RIGHTS

10.1. Election of Board. Election of the members of the Executive Board shall be subject to the following conditions:

a. Initially, the Executive Board shall be comprised of three members appointed by the Declarant. Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board.

b. Not later than sixty (60) days after conveyance of 25% of the Units which may be constructed within the Condominiums to Unit Owners other than the Declarant of the Condominiums, the number of the members of the Executive Board shall be increased by one member for each Sub-Association. If this alteration to the number of representatives shall result in an even number of members to the Executive Board, the Declarant shall choose one additional representative to sit on the Executive Board. Such members shall serve until the annual meeting of the Master Recreation Association following the meeting at which they were elected.

c. Not later than the earlier of (i) ten (10) years after the date of the recording of this Declaration, or (ii) sixty (60) days after 75% of the Units which may be constructed with the Condominiums have been conveyed to Unit Owners other than the Declarant of the Condominiums, all members of the Executive Board appointed by Declarant shall resign, and the Unit Owners, including the Declarant if the Declarant owns one or more Unit, shall thereupon elect successor members of the Executive Board for their respective Condominium Sub-Associations to act in the place and stead of those resigning. Necessary elections shall be held to ensure that; one representative will be elected to represent every thirty (30) Units, or a portion thereof, within each Sub-Association.

d. Declarant may remove and appoint replacements for any members of the Executive Board appointed by the Declarant. Declarant may not unilaterally remove any members of the Executive Board elected by Unit Owners other than Declarant.

ARTICLE XI

ARBITRATION

Any disputes arising concerning the interpretation of this Declaration shall be submitted to binding arbitration before a single arbitrator. The rules of the American Arbitration Master Recreation Association shall govern all such proceedings and this shall be a common law arbitration pursuant to the provisions of 42 Pa.C.S.A. Section 7341, or successor legislation.

ARTICLE XII

AMENDMENT OF DECLARATION

13.1 In General. Subject to the other provisions of this Declaration relative to amendment, this Declaration and the Declaration Plans may be amended in the following manner:

a. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

b. Resolution. An amendment may be proposed by either the Executive Board or by twenty (20%) percent of the Unit Owners. A resolution adopting a proposed amendment must bear the approval of sixty-seven (67%) percent of the Unit Owners. Owners not present at the meetings considering the amendment may express their approval, in writing, or by proxy, given before such meeting was held.

c. Agreement. In the alternative, an amendment may be made by an agreement signed and acknowledged by sixty-seven (67%) percent of the record owners of the Units in the Condominiums in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the public records of Allegheny County, Pennsylvania.

d. Proviso. Provided, however, that no amendment shall discriminate against any Unit Owner nor against any Unit or class or group of Units unless the Unit Owners and mortgagees so affected shall consent; no amendment shall change any Unit nor the percentage share in the Common Elements and any other of its appurtenances not increase the Unit Owner's share of the Common Expenses unless the owner of the Unit concerned and the Eligible mortgages with respect thereto shall join in the execution of the amendment (except as such Percentage Interest in the Common Elements and

Common Expenses may be decreased by the creation of additional Units as permitted hereby), and further, except to the extent permitted by applicable law, no amendment shall change any of the provisions governing the following without the approval of holders of Eligible Mortgagees encumbering at least fifty-one percent (51%) of the Units which are encumbered by Eligible Mortgages (as such term is defined in the respective declarations of the Sub-Associations): (i) voting rights; (ii) increases in assessments that raised the previously assessed amount by more than twenty-five percent (25%), assessment liens, or their priority of assessment liens; (iii) reductions in reserves for maintenance, repair and replacement of Common Elements; (iv) responsibility for maintenance and repairs; (v) reallocation of interests in Common Elements or rights to their use; (vi) redefinition of any Unit boundary; (vii) hazardous or fidelity insurance requirements; (viii) imposition of any restrictions on the leasing of Units; (ix) imposition of any restrictions on a Unit Owner's right to sell or transfer his Unit; (x) restoration or repair of the Property (after damage or partial condemnation) in a manner other than specified in Declaration; or (xiii) any provisions which are for the express benefit of Eligible Mortgagees or eligible insurers or guarantors of mortgages on the Units. Notwithstanding the provisions of Article IX hereof, the Master Recreation Association may not be terminated for any reason other than substantial destruction or condemnation of the Property, without the approval of holders of Eligible Mortgages encumbering at least sixty-seven percent (67%) of the Units which are subject to Eligible Mortgages. No amendment of this Declaration shall make any change which would in any way affect any of the rights, privileges, powers, and options of the Declarant unless the Declarant shall join in the execution of such amendment. If, in the judgment of the Executive Board, any amendment is necessary to cure any ambiguity or to correct or supplement any provision of the Declaration, or the Plats and Plans which is ineffective or inconsistent with any other provision hereof or thereof or with the Act, or applicable provisions of the Act, or to change, correct or supplement anything appearing or failing to appear in the Plat and Plans which is incorrect, defective or similarly inconsistent, or if any such amendment is necessary to conform to the then-current requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or the Federal Housing Administration with respect to condominium projects, the Executive Board may effect an appropriate corrective amendment without the approval of Unit Owners or the Eligible Mortgagees upon its receipt of an opinion from independent counsel that the proposed amendment is permitted by the terms of this sentence, together with a like opinion from an independent registered architect or licensed professional engineer in the case of any such amendment to the Declaration Plans. Each such amendment shall be effective upon the recording thereof in the Recorder's Office of Allegheny County, or any successor thereto, of an appropriate instrument setting forth the amendment and its adoption, duly executed and acknowledged by the appropriate officer of the Executive Board.

(e) Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Executive Board with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records of Allegheny County, Pennsylvania.

13.2. Effective Dates. Each such amendment shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due adoption, execution and acknowledgment by one or more officers of the Executive Board.

13.3. Deemed Approval of Mortgagee. If any amendment acquires the approval of an Eligible Mortgagee and such Eligible Mortgagee fails to submit a response to any written proposal for an amendment within thirty (30) days after the Eligible Mortgagee receives proper notice of the proposal, the required approval of such Eligible Mortgagee may be assumed, provided that the notice was delivered by certified or registered mail, with a "return receipt".

ARTICLE XIII

GENERAL

14.1. Enforcement. Enforcement of this Declaration shall be by any proceeding at law or in equity against any person or person violating or attempting to violate any covenant, condition, or restriction, imposed by this Declaration either to restrain violation or to recover damages, or to collect any charges or damages, and failure by any Owner to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter. Before an individual Owner may act to enforce any provisions of this Declaration against the other Owner, written notice must be given.

14.2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions.

14.3. Captions. Captions are for convenience and reference only and are in no way to be construed as defining, limiting or modifying the scope or intent of the various provisions of this Declaration.

14.4. Gender. As used in this Declaration, the word person shall mean and include where appropriate, an individual, corporation, partnership or other entity; the plural shall be substituted for the singular and the singular for the plural where appropriate and words of any gender shall mean to include any other gender.

14.5. Exhibits. The following exhibits are attached:

- A. Legal Description for Property**
- B. List of Easements and Licenses**
- C. Plats and Plans**

IN WITNESS WHEREOF, Declarant has caused this Declaration to be duly executed on this ___ day of _____, 2016.

WITNESS/ATTEST:

DECLARANT

**CELTIC CAPITAL, LLC, a Pennsylvania
limited liability company**

BY: _____

NAME: _____

TITLE: _____

EXHIBIT "A"

LEGAL DESCRIPTION FOR PROPERTY

EXHIBIT "B"

LIST OF EASEMENTS AND LICENSES

EXHIBIT "C"

PLATS AND PLANS

**THE PLAT FOR THE MASTER RECREATION ASSOCIATION FOR PARK AT
MARSHALL, A CONDOMINIUM WAS RECORDED IN THE OFFICE OF THE
RECORDER OF DEEDS OF ALLEGHENY COUNTY, PENNSYLVANIA ON
_____ AT _____.
THE PLANS ARE ATTACHED HERETO AND MADE A PART OF HEREOF.**

