

CORRECTIVE AMENDMENT TO DECLARATION
AND CODE OF REGULATIONS
FOR THE PLAZA AT GRANDVIEW
INSURANCE

VALENE MCDONALD
ROBERTS

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DOCUMENT RECORDED
ALLEGANY COUNTY, PA.

WHEREAS, The Plaza at Grandview, a Condominium, was declared pursuant to the provisions of the Pennsylvania Unit Property Act of 1963; and

WHEREAS, the Declaration for The Plaza at Grandview and the Code of Regulations for The Plaza at Grandview refer to insurance carried by the Association and those items that are not insured by the Association; and

WHEREAS, the Declaration for The Plaza at Grandview and the Code of Regulations for The Plaza at Grandview refer to Council's obligations with respect to repairs of the Units; and

WHEREAS, confusion has arisen among the Unit Owners as to what insurance is to be carried and who has repair obligations for Units; and

WHEREAS, Section 307 of the Pennsylvania Unit Property Act of 1963 provides that Council, may without unit owner approval, exercise such incidental powers as may be appropriate to the performance of their duties; and

WHEREAS, Council has determined that in the performance of its duties, it is necessary to clarify the Declaration for The Plaza at Grandview and the Code of Regulations for The Plaza at Grandview and to cure any ambiguity; and

WHEREAS, the Council has received an opinion from independent counsel that ambiguities exist and Council now wishes to cure such ambiguities.

NOW, THEREFORE, the Council of The Plaza at Grandview, a Condominium does hereby amend the Declaration and the Code of Regulations as follows:

Section 1: Article XI of the Declaration is hereby amended by deleting the first paragraph of this Article in its entirety and substituting the following new paragraph:

" The Council shall have authority to and shall obtain as a common expense insurance for the property against loss or damage by fire and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost."

Section 2: Article XI of the Declaration is hereby amended by deleting the fourth paragraph of this Article in its entirety and substituting the following new paragraph in its place:

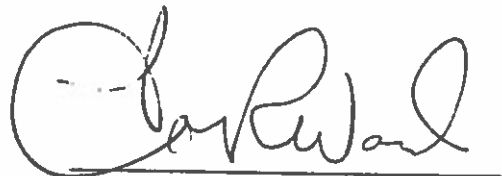
"Each unit owner shall be responsible for his own insurance on his unit and its content, the additions and improvements thereto and on all personal property wherever situated."

Section 3: Article X, Section 7, of the Code of Regulations is hereby amended by deleting the following language from Section 7:

"and those elements within the units as required by the Declaration and in the event that such maintenance, repair or replacement was caused by the negligence or misuse of a unit owner, such expense shall be charged to such unit owner."

Section 4: In all other respects, the Declaration and the Code of Regulations of The Plaza at Grandview, a Condominium, is confirmed.

IN WITNESS WHEREOF, the Council has validly enacted the foregoing Amendments to its Declaration and Code of Regulations on this 18th day of December, 2001.



Lou Ward
President



Barbara McCormick
Secretary

ACKNOWLEDGEMENT

Commonwealth of Pennsylvania)
)
County of Allegheny)

BEFORE ME, the undersigned authority, a Notary Public, personally appeared Lou Ward and Barbara McCormick who were identified as the President and Secretary respectively of The Plaza at Grandview and as such Officers, being authorized to do so, executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and notarial seal.

Linda Zehfuss
Notary Public

Notarial Seal
Linda Zehfuss, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Dec. 3, 2003
Member Pennsylvania Association of Notaries

AMENDMENT TO THE CODE OF REGULATIONS
FOR THE PLAZA AT GRANDVIEW
RESERVE

WHEREAS, The Plaza at Grandview is a Condominium Association located in the 19th Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, and was declared pursuant to the provisions of the Unit Property Act of 1963, 68 P.S. 7700.101, *et. seq.*; and

WHEREAS, the Code of Regulations for The Plaza at Grandview was recorded with the Allegheny County Recorder of Deeds Office at Deed Book Volume 6030, Page 416; and

WHEREAS, the Code of Regulations, at Article VII, Section 8, provides a limitation on Council's authority to approve or authorize any capital expenditure in excess of Ten Thousand (\$10,000.00) Dollars; and

WHEREAS, Council believes that an increase in the amount of this limitation is necessary and proper to the administration of the affairs of The Plaza at Grandview; and

WHEREAS, Article XII of the Code of Regulations provides that the Code of Regulations may be amended or modified at anytime, or from time to time, by the action or approval of the Unit Owners owning a majority of the Common Interest; and

WHEREAS, upon a majority vote of the Unit Owners of The Plaza at Grandview, the within Amendment to the Code of Regulations for The Plaza at Grandview has been adopted.

NOW, THEREFORE, the Code of Regulations for The Plaza at Grandview is hereby amended as follows:

Section 1: Article VII, Section 8, is deleted in its entirety and replaced with the following provision:

" The Council shall have no authority to approve or authorize any capital expenditure in excess of Twenty Thousand (\$20,000.00) Dollars, nor to authorize the Association to enter into any contract for a term of more than three (3) years, except with the approval of a majority of the Unit Owners."

Section 2: In all other respects, the Code of Regulations for The Plaza at Grandview shall remain in full force and effect.

IN WITNESS WHEREOF, Council has validly enacted the foregoing Amendment to the Code of Regulations on this 31st day of July, 2009.



President



Secretary

31 JULY 2009

CERTIFICATE

~~I~~
~~We,~~ J.W.C. Surrall

the President of The Plaza at Grandview, ~~and~~

~~_____~~, the ~~Secretary~~ of The Plaza at Grandview hereby certify that the foregoing Amendment has been consented to by at least a majority of the Unit Owners entitled to cast a vote in The Plaza at Grandview. Dated this 31st day of JULY, 2009.

J.W.C. Surrall
President
31 JULY 2009

~~_____~~
Secretary

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY)

On this, the 31 day of July, 2009, before me a Notary Public, the undersigned Officer personally appeared Joni K. Surrall and ~~_____~~, both known to me are satisfactorily proven to be the persons^{is} whose names^{is} are subscribed to the within instrument and acknowledge that ~~they~~^{HE} executed the same for the purposes therein contained.

Witness my hand Notarial Seal.

Cynthia J. Hagy
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Cynthia J. Hagy, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires March 31, 2011
Member, Pennsylvania Association of Notaries

I LEONARD SECRETARY
LEN FELDMAN CERTIFICATE
We, LEN FELDMAN, the President of The Plaza at Grandview, ~~and~~

~~the Secretary of The Plaza at Grandview~~ hereby certify that the
foregoing Amendment has been consented to by at least a majority of the Unit Owners entitled to
cast a vote in The Plaza at Grandview. Dated this 31st day of JULY, 2009.

~~_____
President~~

[Signature]
Secretary

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY)

On this, the 31st day of July, 2009, before me a Notary Public, the
undersigned Officer personally appeared Len Leonard Feldman and _____, both
known to me are satisfactorily proven to be the persons whose names are subscribed to the
within instrument and acknowledge that they executed the same for the purposes therein
contained.

Witness my hand Notarial Seal.

[Signature]
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Lisa M. Burkhart, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires July 10, 2012
Member, Pennsylvania Association of Notaries

MAIL TO:
LISA M. BURKHART, ESQUIRE
1109 GRANT BUILDING
310 GRANT STREET
PITTSBURGH, PA 15219



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

Instrument Number: 2009-28384

BK-DE VL-14086 PG-436

Recorded On: October 28, 2009 As-Deed Agreement

Parties: PLAZA AT GRANDVIEW

To PLAZA AT GRANDVIEW

of Pages: 5

Comment: AMENDMENT TO CODE REGULAT

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

Deed Agreement	65.00
Pages > 4	0
Names > 4	0
Total:	65.00

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

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

File Information:

Record and Return To:

Document Number: 2009-28384
 Receipt Number: 1457261
 Recorded Date/Time: October 28, 2009 02:47:00P
 Book-Vol/Pg: BK-DE VL-14086 PG-436
 User / Station: A Matthews - Cash Super 04

LISA M BURKHART ESQ
 310 GRANT STREET
 1109 GRANT BLDG
 PITTSBURGH PA 15219



Valerie McDonald Roberts, Manager
 Dan Onorato, County Executive

AMENDMENT TO CODE OF REGULATIONS
FOR THE
PLAZA AT GRANDVIEW

Recital

The Code of Regulations for the Plaza at Grandview is recorded in the Recorder's Office of Allegheny County, Pennsylvania, in Deed Book Volume 6030, page 416.

On March 4, 1982, at a duly called meeting of Unit Owners, an amendment to the Code of Regulations was approved by Unit Owners owning a majority of the Common Interests, said amendment affecting the composition of the Council.

By ballots duly received by Council from all Unit Owners and counted on July 4, 1984, various other rules and regulations were approved by Unit Owners owning a majority of the Common Interests.

Although the various rules and regulations adopted on July 4, 1984 affect the operation and use of the Property at Plaza at Grandview and are effective without recording pursuant to Article VII, Section 2(d) of the Code of Regulations, Unit Owners owning a majority of the Common Interests have approved the inclusion of certain of those rules changes in the Code of Regulations.

Now, therefore, take notice that the Code of Regulations for the Plaza at Grandview are amended as follows:

1. Council. Delete from Article VII, Section 1, "Thereafter, when successors have been elected by the Unit Owners, at the first annual meeting of the Unit Owners, the Council shall be

composed of a minimum of three (3) and a maximum of five (5) persons and each Council member shall be a Unit Owner or the spouse of a Unit Owner" and substitute therefor "Hereafter, and beginning at the first annual meeting, each Unit Owner shall be a Council member. Each Council member shall have a vote equal to the percentage of ownership in the Common Elements allocated to his Unit; provided, however, that if a Unit Owner consists of more than one (1) person, the voting rights for each Unit Owner shall not be divided but shall be exercised only as a Unit and shall not exceed the vote equal to the percentage of ownership in the Common Elements allocated to his Unit. All actions of Council requiring by way of illustration and not limitation consent, a quorum, or a majority shall be determined by each Council member voting the percentage of ownership in the Common Elements allocated to his Unit as above set forth."

Delete Sections 3, 4 and 7 from Article VII.

2. Use Restrictions. Add Sections 8, 9 and 10 to Article X as follows:

Section 8. Leasing.

- A. Units may be leased only to prospects approved by the officers of the Council. No sub-leasing will be permitted. It is the obligation of the lessor that their tenants be acquainted with and understand all Rules and Regulations. No unit may be leased to a business or corporation.

- B. Owners may lease their unit only one time during the year for a minimum of one year.
- C. No unit may be leased to a family with pets.
- D. The President of the Council shall be advised in writing of any intent to lease and will provide a lease application form which will supply information about the proposed lease and the lessee. A period of not more than thirty (30) days must be allowed by the owner for processing and acceptance of the lease agreement. An executed copy of the proposed lease must be forwarded to the President of the Council prior to the lessee's arrival. Should the lease be refused, the owner will be notified in writing.
- E. The unit is to be occupied only by the lessee and his family.
- F. The officers of Council (or designee) will interview and approve all prospects before leasing.
- G. The application processing fee for any lease is \$50.00 payable to the Plaza at Grandview Owners Association.
- H. No lease will be approved if maintenance payments or special payments are in arrears.
- I. The Unit Owner shall be fully responsible and shall be assessed for all losses or damages caused by the lessee to Condominium property and the legal and other costs in this connection.

- J. Leases shall make provision for eviction of lessee for violation of Condominium Rules. Eviction costs shall be charged to the owner.

Section 9. Pets.

- A. No pets shall be permitted. (Unit Owners who now [as of June 10, 1984] have pets may keep them for the life span of the pet.)
- B. Pets must be on a leash at all times while in the Common Areas.
- C. No pets are to be brought into the property by guests, lessees or new owners.
- D. All pets, unless carried, should be taken in and out the second floor lobby door or the garage. No pets shall be permitted in the main lobby or any other Common Area.
- E. Each present Unit Owner (as of June 10, 1984) is permitted to acquire a pet at any time during his/her current period of unit ownership provided that he/she declares his/her intentions prior to July 4, 1984.

Section 10. Grilling.

No cooking or grilling is permitted on balconies. Outdoor cooking is permitted only in the far corner of the back enclosed common patio.

3. Add the following to Article X, Section 1:

Owners will be held responsible for violations of these rules by guests, children, lessees and themselves. Owners and

lessees will be responsible for any damage done by children and guests when using the Party Room or any Common Area.

IN WITNESS WHEREOF, the President of the Plaza at Grandview hereby sets his hand and seal this 6th day of SEPTEMBER, 1985.

ATTEST:

PLAZA AT GRANDVIEW

Karlyn Calder
Secretary

By Vincent Scorsone
Vincent Scorsone, President

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF ALLEGHENY)

On this the 6 day of September, 1985, before me, the undersigned officer, a Notary Public in and for said Commonwealth and County, personally appeared VINCENT SCORSONE, President of the Plaza at Grandview, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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



Bernadette Rafferty
Notary Public
BERNADETTE RAFFERTY, NOTARY PUBLIC
ALLEGHENY COUNTY
BY COMMISSION EXPIRES OCT 17, 1988
Member, Pennsylvania Association of Notaries

CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the Plaza at Grandview is 111 Grandview Avenue, Pittsburgh, PA 15211.

Witness my hand this 6th day of SEPTEMBER, 1985.

Daniel P. Thome

SEP 9 1985 81257

AMENDMENT TO CODE
OF REGULATIONS

W. G. R.
534
MM

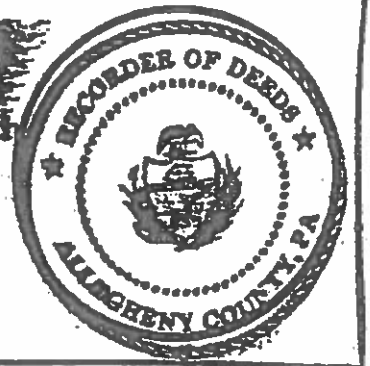
Dated September 6, 1985

DANIEL F. GRAMC, ESQUIRE
GOHRING, RUTTER & BOEHM
Fourteenth Floor
Frick Building
Pittsburgh, PA 15219
(412) 281-0587

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

RECORDED IN THE OFFICE FOR THE RECORDING OF
DEEDS, ETC. IN AND FOR THE SAID COUNTY, ON THE...
DAY OF September... A.D., 19 85 IN Deed
BOOK VOL. 7154... PAGE 6... WITNESS MY HAND AND
SEAL OF SAID OFFICE, THE DAY AND YEAR AFORESAID.

Michael J. Felt..... RECORDER



SEP 9 3 37 PM '85

RECORDER OF DEEDS
ALLEGHENY COUNTY, PA

VOL 7154 PAGE 12

Amendment to the Code of Regulations
for The Plaza at Grandview

1. Establishment of Judicial Committee. Add Section 11 to Article X
as follows:

Section 11. Judicial Committee.

A. A standing Judicial Committee is hereby formed for the purpose of hearing complaints brought before it in connection with violations of the Association's Regulations and Rules, with authority to render decisions and levy penalties upon responsible condominium owners and lessees.

B. The Judicial Committee shall have three members. Each member shall serve a term of two consecutive years. The immediate past President of the Association shall automatically become a member of the Judiciary Committee upon completion of his term as President and shall be its chairman. Vacancies on the Judicial Committee shall be filled from among owner members of the Association by appointment by the President of the Association.

C. It shall be the responsibility and duty of the Judicial Committee to hear all complaints brought before it and render decisions thereon and, if appropriate in its judgment, levy penalties in the form of assessments against responsible owners and/or lessees, including eviction in the case of lessees.

D. Complaints on alleged violations of the Code of Regulations or Rules of the Association may be brought before the Judicial Committee by owner members of the Association or by the President on behalf of the Association. Complaints shall be in writing.

E. Upon receipt of a complaint in writing, the Judicial Committee shall within 15 days notify the accused responsible owner and/or lessee of the charge and deliver to him a copy of the complaint with notice of a hearing on condominium premises set for no sooner than three days nor later than 10 days thereafter.

F. At least two members of the Judicial Committee must be in attendance at Judicial Committee hearings. If requested by the accused responsible owner and/or lessee, hearings will be public. The Committee as a whole shall act as judicial officer. The Committee shall require testimony from the complainant and will additionally hear testimony from others having knowledge in the matter.

G. After hearing all testimony, the Committee shall deliberate and render its decision on whether a violation has occurred and, if so, whether the accused responsible owner and/or lessee is liable for it. If a violation by a responsible owner and/or lessee is found, the Committee shall levy a penalty upon the responsible owner and/or lessee. The levy shall include a special assessment of no less than \$25.00 and no more than \$500.00, plus an amount sufficient to cover any damages to condominium property arising out of the violation. The levy may also include a declaration of eviction in the case of a violation by a responsible lessee.

H. Money assessments are payable to the Association and shall be added to the common treasury upon receipt. Unpaid assessments shall be a lien against the responsible owner's condominium property and remain so until paid.

I. Decisions of the Judicial Committee are appealable only to the American Arbitration Association whose decision shall be final and binding upon all parties hereto.

IN WITNESS WHEREOF, the President of the Plaza at Grandview hereby sets his hand and seal this 16th day of December 1987.

ATTEST:

PLAZA AT GRANDVIEW

Chris M. Snavely
Chris M. Snavely, Secretary

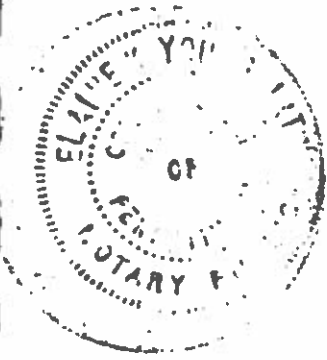
By Fred B. Ziesenheim
Fred B. Ziesenheim, President

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY) SS:

On this the 16th day of December, 1987,
before me, the undersigned officer, a Notary Public in and for
said Commonwealth and County, personally appeared FRED B.
ZIESENHEIM, President of the Plaza at Grandview, known to me (or
satisfactorily proven) to be the person whose name is subscribed
to the within instrument and acknowledged that he executed the
same for the purposes therein contained.

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



Elaine K. Youngworth
ELAINE K. YOUNGWORTH, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES APRIL 2, 1990
Member, Pennsylvania Association of Notaries

CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the
Plaza at Grandview is 111 Grandview Avenue, Pittsburgh, PA
15211.

Witness my hand this 15th day of December, 1987.

Harold F. Kraus

**Amendment to Code of Regulations
For the Plaza at Grandview**

Recital

The Code of Regulations for the Plaza at Grandview is recorded in the Recorder's Office of Allegheny County, Pennsylvania, in Deed Book Volume 6030, page 416.

On *June 1*, 1994, at a duly called meeting of the unit owners, an Amendment to the Code of Regulations was approved by unit owners owning a majority of the Common Interests and is effective without recording pursuant to Article VII, Section 2 (1) of the Code of Regulations.

Now, therefore, take notice that the Code of Regulations for the Plaza at Grandview is amended as follows:

A. Deletion

The entire language of Article X, Section 9 (Amendment) of the Code of Regulations is hereby deleted and declared null and void, except as adopted herein.

B. Amendment

Article X, Section 9 of the Code of Regulations, relating to

pets, shall henceforth be as follows:

Part 1: Purpose

The purpose of this language is to allow unit Owners and other designated persons the privilege of keeping pets in their units in a manner consistent with the objectives of the Code of Regulations and with the rights of Owners to quiet enjoyment of their unit and the condominium property as a whole in conformity with the applicable laws of the Commonwealth of Pennsylvania.

Part 2: Application

- a. Consistent with deleted Article X, Section 9, Unit Owners having a pet as of June 10, 1984, are permitted to keep them for the life span of the pet, but subject to the rules contained in this Amendment.
- b. An Owner or prospective purchaser of a Unit shall apply for permission to keep a pet. Application must be in writing to the President of the Association and contain a description of the pet. Approval of the application shall require the affirmative vote of a majority of all of the voting officers, and such approval shall

be so recorded by the President and conveyed in writing to the applicant as having registered the pet (Use Permit Form.) Approval extends only to the life span of the specifically approved pets. Any new pets including offspring, require new approval.

c. The application shall be considered in good faith and acted upon in a timely fashion.

d. The decision of the officers shall be final.

e. Lessees of units and condominium employees are ineligible to apply for permission to keep pets and are so forbidden to have any pets on any condominium property.

f. Owners who have pets of whatever type, kind, or weight as of the date of the adoption of this Amendment are not required to seek permission to keep their specific pets as provided in this Part, except that they are required to register those specific pets with the President of the Association. Registration will require a description of the pets. In this case, the President shall record the pet and automatically issue a permit. The purpose of this section is to establish a pre-existing privilege in present Owners

in the ownership of their present pets, except that such privilege is subject to those Parts herein stated below referring to complaints and penalties for violations of this Amendment. This pre-existing privilege shall exist only for the life span of the registered pets so that the intent to acquire any new or additional pets including offspring shall require formal permission as provided in this Part. All pre-existing pets must be registered within sixty days of the date of this Amendment or be deemed to be out of compliance and subject to formal application. Visually handicapped unit Owners shall be treated as pre-existing Owners.

g. In reviewing an application for a new pet, the officers shall consider the following: (a) the number and size of the pet requested to be contained in a unit; (b) the noise emitted by pet as a disturbing effect on other unit Owners; (c) any odors or waste emitting from pet that would disturb the quiet enjoyment of other unit Owners; (d) the containment of pet within the confines of the unit Owner except for ingress and egress of pet to the unit; (e) any other reasonable objections that may be raised by other unit

Owners.

Part 3: Types of Pets Permitted.

- Dogs - Small dogs weighing less than 20 pounds when fully grown. (only one (1) per unit)
- Cats - Domestic cats weighing less than 15 pounds when fully grown (only one (1) per unit)
- Birds - Small domesticated birds (canaries, parakeets, etc.) which are caged on a twenty four (24) hour basis (maximum of two (2) birds per unit)
- Fish - Small fish tanks not to exceed ten (10) gallons of water (only one (1) tank per unit)
- Other - Other small domesticated pets securely caged or contained within the unit, which in the judgment of the officers will not disturb other owners based on the evaluation process set forth in Part 2 of this Amendment.

The officers shall consider for approval only those pets listed above.

Part 4: Care of Pets/Compliance

- a. No pets or animals of any kind shall be brought into the units or onto the condominium property by visitors, family members, guests or friends. Visually handicapped persons who are visitors or guests shall be permitted to bring their guide dogs onto the premises, provided that the dog is attended and under the control of its owner at all times.
- b. All pets must be taken in and out of the condominium property

through the second floor lobby door or through the garage. These two common areas are to be used for ingress and egress of pets by Owners. Pets must be fully attended and on a leash or carried during the ingress and egress process. No pets shall be permitted in the main lobby or other common areas such as the party room, outdoor patio, exercise room, 13th floor storage area, etc.

c. Pets are prohibited from soiling the permitted areas of ingress and egress, flower planters and condominium lawn areas. Any animal waste must be disposed of by the owner immediately in the proper fashion. Owners of pets shall bear all expenses for the repair and cleaning of any of these areas damaged by pets.

Part 5: Complaints/Hearing Procedure

a. A complaint by any Owner must be in writing and signed by the complainor and forwarded to the President, stating the characteristic of the offensive conduct as it affects that specific Owner or as it affects the common areas.

b. The officers, using their best efforts, shall conduct an inquiry into the complaint in the following manner:

- (1) A copy of the written complaint shall be delivered to the pet owner by mail or personal delivery.
- (2) The officers shall have discretion to make an informal and private inquiry with the concerned parties, and upon admission by the pet owner that the violation occurred, and upon the pet owner's statement to take corrective action and resolve or pay for any damages, all within 15 days of notice, the officers shall have the authority to cease any further action on the complaint. Failure to comply with this provision shall result in the immediate imposition of penalties as provided in Part 6 of this Amendment.
- (3) The officers shall have the discretion in any complaint to schedule a formal hearing at the principal office of the Plaza at Grandview

with the concerned parties. The hearing shall be conducted with the highest regard for the rights of due process owed to the concerned parties to be heard and present evidence and witnesses. The concerned parties and the officers have the right to be assisted by a representative at the hearing. The officers shall have the discretion to give notice of the hearing to all unit Owners who shall be permitted to attend in silence.

- (4) Any officer who is a complainor shall suffer recusal from judging the complaint.
- (5) Should the complainor fail for whatever reason to appear personally at the hearing and testify, the officers shall dismiss the complaint, as in default.
- (6) The officers, by a majority of voting members, shall render a judgment on the complaint and

convey that judgment to the concerned parties
in writing.

(7) The judgment of the officers shall be final.

Part 6: Penalties

The officers shall penalize the offending Owner as follows:

- a. If the officers find that such complaints are valid, the Owner shall have fifteen (15) days to correct and alleviate the cause of occurrence by the pet.
- b. If, after fifteen (15) days, the owner of the pet has not complied with the judgment of the officers to correct the offensive conduct, the officers shall have full authority to order the permanent removal of the pet from the condominium property.
- c. If an offending pet owner fails to comply with an order for removal of the pet, or, if that pet owner fails to take sufficient action to

remedy the situation where the officers have issued an order other than removal of the pet, the officers are empowered to assess monetary penalties of up to \$1,000.00 per month and seek any legal remedy to abate the nuisance. The costs and attorney's fees for such action shall be borne by the offending pet owner.

- d. In addition to ordering removal of the offending pet and imposition of fines, the officers are empowered to fashion any remedy consistent with due regard for the proper and humane treatment of animals.

IN WITNESS WHEREOF, the President of the Plaza at Grandview hereby sets his hand and seal this 8th day of January, 1995.

ATTEST:

PLAZA AT GRANDVIEW

Robert McConnell
Secretary

BY *Charles P. Hohing M.D.*
President

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY)

On this the 19th day of January, A.D. 1995, before me, C. Jean Eber, the undersigned officer, personally appeared Charles C. Hohing, M.D. known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Carol Jean Eber
Notary Public
(Title of Officer)

My commission expires

Notarial Seal
Carol Jean Eber, Notary Public
Pittsburgh, Allegheny County
My Commission Expires July 18, 1998
Member, Pennsylvania Association of Notaries

The Plaza at Grandview

Permission to keep pet

To _____ Date _____

Your application to keep a pet has been approved by the Officers.

You agree to comply fully with Article X, Section 9 (amended) of the Code of Regulations. (Copy enclosed:)

President

.....

DESCRIPTION OF PET

To be filled out in duplicated - one to Owner;
other retained for Association records.

JAN 23 1995

Amendment to Code of Regulations for the Plaza at Grandview

MA/L
+0

Plaza at Grandview
Homeowners Association
111 Grandview Avenue
Pittsburgh, PA 15211

D/
39.50
cash

RECORDED IN DEEDS
ALLEGHENY COUNTY, PA

JAN 23 2 36 PM '95

I hereby CERTIFY that this document is recorded in a Deed Volume in the Recorder's Office of Allegheny County, Pennsylvania



Michael A. Della Vecchia

MICHAEL A. DELLA VECCHIA
RECORDER OF DEEDS

000939018600