

WOODLAND MANOR CONDOMINIUM

CODE OF REGULATIONS

AS AMENDED

DECEMBER 6, 1983,

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AND

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WOODLAND MANOR CONDOMINIUM

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## CODE OF REGULATIONS

### SECTION I. APPLICABLE STATUTE

This Code of Regulations is adopted pursuant to the Unit Property Act of the Commonwealth of Pennsylvania Act of July 3, 1963, P. L. 196.

### SECTION II. IDENTITY OF PROPERTY

The Property to which this Code of Regulations shall apply is called Woodland Manor Condominium located in the Seventh Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, more fully described in the Declaration of Condominium and Declaration Plan recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania.

### SECTION III. NAME AND ADDRESS

(1) The Property shall be known by the name of the Woodland Manor Condominium at 5825 and 5903 Fifth Avenue, Pittsburgh, Pennsylvania, 15232.

(2) The registered office of Woodland Manor Condominium shall be located at 5825 Fifth Avenue, Pittsburgh, Pennsylvania 15232.

### SECTION IV. DEFINITIONS

Unless it is plainly evident from the context that a different meaning is intended, all terms used herein shall have the same meaning as those terms as defined in the Unit Property Act or in the Declaration of Condominium.

### SECTION V. COUNCIL

(1) Number and Qualifications. The affairs of Woodland Manor Condominium shall be governed by a Council. The Council shall be composed of five (5) persons, all of whom shall be Unit Owners and residents of Units at the time of election or appointment. All of the Members of Council, except those appointed pursuant to SECTION V (5) of this Code, shall be elected by the Unit Owners.

(2) Powers and Duties. The Council shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts or things except as by law or by the Declaration or by this Code of Regulations may not be delegated to the Council by the Unit Owners. Such powers and duties of the Council shall include but shall not be limited to the following:

(a) Operation, care, upkeep and maintenance of the Common Elements.

(b) Determination of the Common Expenses required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the Property. The Council shall have the right to make a final determination of any claim or dispute by a Unit Owner as to whether any charge or expense applies against the Unit Owner rather than the Common Elements, and such determination shall be final, conclusive and binding.

(c) Collection of Common Expenses from the Unit Owners, including, without limitation, an amount for working capital of the Condominium for general operating reserve, for a reserve fund for replacements, and to make up any deficit in the Common Expenses for any prior year. Council may designate an agent for the purpose of collecting Common Expenses and for the purpose of making disbursements therefrom on behalf of the Council.

(d) Employment and dismissal of the personnel necessary for the maintenance and operation of the Common Elements.

(e) Adoption and amendment of rules and regulations covering the details of the operation and use of Property and any recreational facilities including, without limitation, minimum standards for floor covering in common areas and within Units and standards governing draperies, blinds, and curtains on the windows facing any public street.

(f) Opening of bank accounts on behalf of the Condominium and designating the signatories required therefore.

(g) Purchasing or leasing or otherwise acquiring in the name of the Council or its designees, corporate or otherwise, on behalf of all Unit Owners, Units offered for sale or lease or surrender by the Unit Owners to Council. No Unit shall be purchased without the prior approval of a Majority of the Unit Owners.

(h) Purchasing of Units at foreclosure or other judicial sales in the name of the Council or its designees, corporate or otherwise, on behalf of all Unit Owners. No Unit may be purchased without the prior approval of a Majority of the Unit Owners.

(i) Selling, leasing, mortgaging (but not voting the votes appurtenant hereto) or otherwise dealing with the Units acquired by and subleasing Units leased by the Council, or its designee on behalf of all Unit Owners. No Unit may be sold or mortgaged without the prior approval of a Majority of the Unit Owners.

(j) Making of repairs, additions and improvements to or alterations of the Property and repairs to and restoration of the Property in accordance with other provisions of this Code of Regulations after damage or destruction by fire or other casualty or as a result of eminent domain proceedings.

(k) The Council shall have the power to enforce obligations of the Unit Owners, to allocate expenses and surpluses, and to do anything and everything else necessary and proper for the sound management of the Condominium, including the right to bring lawsuits to enforce the rules and regulations promulgated by the Council, the provisions of this Code and of the Declaration. The Council shall have the power to levy fines against the Unit Owners for violations of reasonable rules and regulations established to govern the conduct of the Unit Owners. No fine may be levied for more than \$5.00 for any one violation; but for each day a violation continues after notice it shall be considered a separate violation. Collection of the fines may be enforced against the Unit Owner or Unit Owners involved as if the fine were a Common Expense owed by the particular Unit Owner or Unit Owners.

(l) The Council may employ a managing agent and/or manager for the Condominium at a compensation to be established by the Council to perform such duties and services as the Council shall authorize, including but not limited to the duties granted to the Council as set forth above. The Council may delegate to the manager or managing agent such powers as may be necessary to carry out the function of the Council.

(m) The Council shall rent to Unit Owners and Residents parking spaces situate in the four (4) parking garages of the Condominium, and rental payments from such parking spaces shall be used by Council to offset the common expenses of Unit Owners.

(n) The Council may make such amendment to these Regulations as may be required by any statute enacted by the General Assembly of Pennsylvania subsequent to the effective date hereof.

(3) Election and Term of Office. The election of Council and the terms of office of the Council Members shall be in accordance with the following:

(a) There shall be a meeting of Unit Owners once each year, the date to be determined by the Council.

(b) Two members of Council shall be elected at the Annual Meeting of Unit Owners in each even-numbered year. Three members of Council shall be elected at the Annual Meeting of Unit Owners in each odd-numbered year. The terms of members of Council shall commence on the first day of the month following the annual meeting and shall continue until the first day of the month following the annual meeting two years hence.

(c) At any vote for membership on the Council, each Unit Owner shall vote in accordance with the provisions of Section VI-7 following for each position to be filled. At any meeting for election of membership to the Council, any eligible person shall be nominated. If more than twice the number of candidates to be elected at such meeting are nominated, then and in such event there shall be two ballots. At the end of the first ballot, the field of nominees shall be reduced so that there are no more than twice as many candidates running as there are positions to be filled, with those candidates

receiving the fewest number of votes being eliminated. A second ballot shall be held, and the candidates receiving the greatest number of votes shall serve on the Council. If there are not more than twice the number of nominees for the number of positions to be filled, then there shall be one ballot and the candidates receiving the greatest number of votes shall serve on the Council. If the candidates are being elected for varying periods of years, the candidate polling the highest vote will be elected for the longest period of years.

(d) Each election for members of Council shall be supervised by an inspector appointed by Council. The inspector of each election shall report the election results to the President of Council within 48 hours of the election. The election results shall become final when accepted by Council. If Council determines that any votes were not cast in accordance with the provisions of the Code or that the election was not conducted in accordance with the provisions of this Code, Council may in its discretion disallow any improperly cast ballots or declare the election void and hold a new election.

(4) Removal of Members of the Council. At any duly held regular or special meeting of the Unit Owners, any one or more members of the Council may be removed with or without cause by a majority of the votes of all Unit Owners, and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Council whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting.

(5) Vacancies. Vacancies in the Council caused by any reason shall be filled by a majority of the votes of the remaining members of the Council at a regular or special meeting of the Council promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum. Each person so elected shall be a member of the Council for the remainder of the term of the member whose vacancy he is filling and until his successor shall be elected.

(6) Meeting of the Council. Council shall hold an organizational meeting each year during the month following the annual meeting. Thereafter, regular meetings of the Council may be held at such time and place as shall be determined from time to time by a majority of the members of the Council, but at least two meetings shall be held each year. Notice of regular meetings of the Council shall be given to each member of the Council by mail or telegram at least three (3) business days prior to the day of the meeting. Special meetings of the Council may be called by the president on three (3) business days notice to each member of the Council given by mail or telegram which notice shall state the time, place and purpose of the meeting. Notice of regular or special meetings of Council may be given to members of Council by placing a written notice under the doors to their Units in lieu of notice by mail or telegram. Special meetings of the Council shall be called by the President or the Secretary in like manner and on like notice on the written request of at least three members of the Council. Any member of the Council may, at any time, waive notice of any meeting of the Council in writing and such waiver shall be

deemed equivalent to the giving of a notice. Actual attendance by a member of the Council at any meeting of the Council shall constitute a waiver of notice of the time and place thereof.

(7) Minutes of Council meetings Minutes of Council meetings may be available to any unit owner to be examined for any reasonable purpose. Minutes of executive meetings of Council are excluded from this provision.

(8) Quorum of the Council. At meetings of the Council, a majority of the members thereof shall constitute a quorum for the transaction of business. The vote of a majority of the members of the Council present and voting at a meeting at which a quorum is present constitute a valid determination. If, at any meeting of the Council there shall be less than a quorum present, the meeting shall be adjourned to a new date. At any such reconvened meeting at which a quorum is present, any business which may have been transacted at the adjourned meeting may be transacted without further notice.

(9) Election, Duties, etc., of Officers. Officers of Council shall be elected and shall have duties in accordance with the following:

(a) At each annual organizational meeting of the Council, the Council shall elect a President, Vice President, Secretary and Treasurer of the Condominium. The Secretary need not be a member of the Council but may be appointed by the Council. All officers and members of the Council, having the responsibility for handling funds of the Condominium, are to be bonded at the expense of the Condominium in such amounts as may be required by Council.

(b) The President shall be the chief executive officer of the Condominium and shall preside at all meetings of the Unit Owners and the Council, and shall have general powers and duties which are incident to the office of the president of a non-stock corporation, including, but not limited to, the power to appoint such committees from among the Unit Owners from time to time as he may in his discretion decide are appropriate to assist in the affairs of the Condominium. Any committees so appointed shall report to the Council.

(c) The Vice President shall take the place of the President or perform the President's duties whenever the President shall be absent or unable to act.

(d) The Secretary shall keep the minutes of all meetings of the Unit Owners and the Council, and shall have charge of such books and records as the Council may direct. The Secretary shall, in general, perform all of the duties incident to the office of a secretary of a non-stock corporation.

(e) The Treasurer shall have the responsibility for the Condominium funds and securities and shall be responsible for the keeping of full and accurate records and books of account.



(f) All agreements, contracts, leases, deeds, checks and other instruments of the Condominium shall be executed by any two officers or by such other person or persons as may be designated by the Council.

(g) Upon the affirmative vote of a majority of the members of the Council, any officer may be removed either with or without cause. Any successor to an officer vacancy whether by resignation, removal or otherwise may be elected to complete any unexpired term at any regular meeting of the Council or at any special meeting of the Council called for such purpose.

(10) Compensation of Council Member and Officers. Members of Council, the President and Vice President shall not receive any compensation for their services, except reimbursement of out-of-pocket expenses but may be compensated for services rendered in any other capacity. The Secretary and Treasurer shall be reimbursed for out-of-pocket expenses and also may be compensated for their services if the Council determines that such compensation is appropriate.

## SECTION VI. MEETING OF THE UNIT OWNERS

(1) Annual Meetings. There shall be a meeting of Unit Owners once each year at a date and time determined by the Council.

(2) Place of Meeting. The meetings of the Unit Owners shall be held at the principal office of the Condominium or at such other suitable place convenient to the Unit Owners as may be designated by the Council.

(3) Special Meetings. It shall be the duty of the President to call a special meeting of the Unit Owners if so directed by a resolution of the Council or upon petition signed and presented to the Secretary by Unit Owners owning not less than 33-1/3% of all interests in the Common Elements. The Notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

(4) Notice of Meetings. The Secretary shall give notice for each annual or special meeting of the Unit Owners at least seven but not more than twenty days prior to such meeting, stating the purpose thereof, as well as the time and place where it is to be held. Said notice shall be mailed to each Unit Owner of record at the Unit address or at such other address as such Unit Owner shall have designated by notice in writing to the Secretary. The mailing of notice of meeting in the manner herein provided shall be considered service of notice.

(5) Quorum - Proxies. Except as otherwise provided herein, the presence in person or by proxy of Unit Owners owning more than one-third (1/3) of all interests in the Common Elements shall constitute a quorum at all meetings of the Unit Owners. Each Unit Owner shall be entitled to vote with the duly authorized proxy of any other Unit Owner. If at any meeting of the Unit

Owners there is not a quorum present, a majority in common interest of the Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the date for which original meeting was called.

(6) Conduct of Meetings. The order of business at the annual meeting of the Unit Owners or at any special meeting, as far as practicable, shall be:

- (a) Calling of the roll and certifying of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Receiving reports of officers.
- (e) Receiving reports of committees.
- (f) Election of inspector of election, if any inspector has not previously been appointed by Council.
- (g) Election of members of Council if necessary.
- (h) Old Business
- (i) New Business
- (j) Adjournment

(7) Allocation of Votes and Rules of Order. All votes, whenever required for any purpose, shall be by allocating to each Unit Owner the number of votes reflecting his percentage interest of ownership of the Common Elements as set forth in the Declaration, Schedule "B". However, a Unit Owner may not split the votes allocated to his Unit but must cast them as one block on any particular vote. At all meetings of the Unit Owners or of the Council, Robert's Rules of Order (Revised) shall be followed.

(8) Voting by Corporate Unit Owners. Duly authorized officers of corporate Unit Owners shall be entitled to vote.

(9) Majority of Votes. A vote of a majority of the votes of Unit Owners in attendance (in person or by proxy) at a meeting at which a quorum is present shall be binding upon all Unit Owners for all purposes except wherein by the Declaration, these Regulations, or by law, a higher percentage is required. A vote of a majority of Unit Owners for the purposes of this paragraph is to be determined in the manner set forth in the definitions of the Declaration.

## SECTION VII. TITLE TO UNITS

Title to units may be taken in the name of an individual, an estate or a trust, or in the names of two or more persons as tenants in common or as tenants by the entireties or as joint tenants with the right of survivorship. Under no circumstances may titles be taken in the name of a corporation, partnership, professional association or limited partnership or any entity other than individuals as described aforesaid.

## SECTION VIII. ALTERATION, DECORATING, MAINTENANCE AND REPAIR

(1) Responsibility for Maintenance of Units. Each Unit Owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his Unit; provided, however, such maintenance, repairs and replacements as may be required for the functioning of the air-conditioning and heating system and the plumbing within the Unit, and for the bringing of water, gas and electricity to the Unit, shall be furnished by the Council as part of the Common Expenses. Maintenance, repairs and replacements of the refrigerators, ranges and other kitchen appliances and lighting fixtures and other electrical appliances of any Unit Owner shall be at the expense of such Unit Owner.

(2) Maintenance of Common Elements and Limited Common Elements. Maintenance, repairs and replacements of the Common Elements and Limited Common Elements shall be furnished by the Council as part of the Common Expenses.

(3) Damage by Negligent Acts. If due to the negligent act or omission of a Unit Owner, or a resident, or of a member of the family or household pet or of a guest or invitee or other authorized occupant or visitor of such Unit Owner or resident, damage shall be caused to the Common Elements, Limited Common Elements or to a Unit or Units owned by others, or if maintenance, repairs and replacements shall be required which would otherwise be a Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Council.

(4) Maintenance of Equipment, Fixtures, etc. To the extent that equipment, facilities and fixtures within any Unit or Units shall be connected to similar equipment, facilities, or fixtures affecting or serving other Units, the Limited Common Elements or the Common Elements, then the use thereof by the individual Unit Owners shall be subject to the control of the Council. The authorized representative of the Council, or of the manager or managing agent for the Building, shall be entitled to reasonable access to the individual Units as may be required in connection with maintenance, repairs, or replacement of or to the Common elements or any equipment, facilities or fixtures affecting or serving other Units or the Common Elements. The Council may install a master television antenna and/or cable television facilities, the cost of which will be a Common Expense.

(5) Decorating and Maintenance of Units. Each Unit Owner shall furnish and be responsible for, at his own expense, all of the decorating within his own Unit, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floor and ceilings, which constitute the exterior boundaries of his Unit, and such Unit Owner shall maintain the interior surfaces in good condition at his sole expense as may be required from time to time, which said maintenance and use shall be subject to the control of Council,

and each such Unit Owner shall have the right to decorate such interior surfaces from time to time as he may see fit and at his sole expense. The interior surfaces of all windows forming part of the perimeter wall of a Unit shall be cleaned or washed at the expense of each respective Unit Owner, and the exterior surfaces of such windows shall be cleaned or washed as part of the Common Expenses by Council at such time or times as Council shall determine. The use of and the covering of the interior surfaces of such windows, whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the control of Council. Decorating of the Common Elements (other than interior surfaces within the Units as above provided), and any re-decorating of Units to the extent made necessary by any damage to existing decorating of such Units caused by maintenance, repair or replacement work on the Common Elements by the Council, shall be furnished by the Council as part of the Common Expenses. Decorating of Limited Common Elements shall be by the Council as a Common Expense.

(6) Alterations. No alterations of any Limited Common Element or Common Element, including interior partitions or walls within units as stated in Article IV (2) (iii) of the Declaration, or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Council.

(7) Payments by Council. All payment vouchers of the Council shall be approved by the President or Treasurer of Council, or by the managing agent.

#### SECTION IX. INSURANCE

(1) Insurance, Provided by Council. The Council, for the benefit of and on behalf of the Unit Owners, shall contract for, shall pay the premiums therefor as Common Expenses, and shall maintain at all times the following insurance:

(a) Fire insurance in an amount equal to the full insurable replacement value of the Property without deduction for depreciation, with an endorsement for extended coverage, or such other fire and casualty insurance as the Council may maintain providing equal or greater protection for the Unit Owners and their mortgages, if any. In the event the net proceeds of such insurance do not exceed ten thousand dollars (\$10,000.00), such net proceeds shall be payable to Council on behalf of all Unit Owners. In the event the net proceeds of such insurance exceed ten thousand dollars (\$10,000.00), such net proceeds shall be payable to any trustee or successor trustee appointed by the Council and approved by the holders of five (5) or more mortgages upon Units (hereinafter referred to as the "Insurance Trustee"). All such insurance shall include a separate loss payment endorsement in favor of the holders of any mortgages permitted hereunder modified to make the loss payable provisions in favor of such holders of mortgages subject and subordinate to the loss payment provisions in favor of the Council, or the Insurance Trustee under an appropriate agreement. Said agreement shall provide that the Council or Insurance Trustee shall hold and disburse all payments received on account of loss or damage covered by such policy for repairs and restoration as provided in Section 802 of the Unit Property Act and in this Section. Said insurance may,

at the discretion of the council, contain a "deductible" provision in an amount determined by the Council but not to exceed one thousand dollars (\$1,000.00). The Council shall periodically order an appraisal of the Property to be made for the purpose of determining the current value of the Property. The scope and amount of all fire insurance policies shall be reviewed periodically and may be increased in its discretion in order to maintain coverage in the amount of the current full insurable replacement value of the Property as hereinabove required.

(b) Comprehensive Liability Insurance insuring the Unit Owners in their capacity as Unit Owners, the Council members and any manager of the Property against any liability to the public or to the Unit Owners, their tenants or invitees, relating in any way to the ownership and/or use of the Property and any part thereof. Limits of liability shall be at least three hundred thousand dollars (\$300,000.00) for any one person injured or killed in any single occurrence, at least one million dollars (\$1,000,000.00) for any single occurrence and at least fifty thousand dollars (\$50,000.00) for property damage resulting from each occurrence. The scope and amount of coverage of all liability insurance policies shall be reviewed at least once each year by the Council and may be increased in its discretion.

(c) Such workmen's compensation insurance as applicable laws may require.

(d) Such other insurance as the Council in its discretion may deem to be desirable.

(2) Specification for Insurance. All insurance shall be obtained in accordance with the following provisions:

(a) All policies shall be written with a company licensed to do business in the Commonwealth of Pennsylvania and holding a rating of "AAA" or better by Best's Insurance Reports, or by an equivalent rating agency in the event Best's Insurance Reports cease to be issued.

(b) Exclusive authority to adjust losses under policies hereafter in force on the Property shall be vested in the Council or its authorized representative.

(c) In no event shall the insurance coverage obtained and maintained by the Council hereunder be brought into contribution with insurance maintained by individual Unit Owners or their mortgages.

(d) Each Unit Owner may maintain additional insurance at his own expense; provided, however, that (i) such policies shall contain waivers of subrogation and (ii) no Unit Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the proceeds which the Council, on behalf of the Association, may realize under any insurance

policy which the Council may have in force on the property at any particular time.

(e) The Council shall have the power to require all Unit Owners to maintain such types of insurance as the Council may reasonably require with the type of insurance companies specified hereinabove.

(f) Any Unit Owner who maintains individual insurance policies covering any portion of the Property other than personal property belonging to such Unit Owner shall be required to file a copy of such individual policy or policies with the Council within thirty (30) days after purchase of such insurance.

(g) The Council shall be required to make every effort to secure insurance policies covering the Property that will provide the following:

(i) A waiver of subrogation by the insurer as to any claims against the Council, any manager of the Property, the Unit Owners and their respective servants, agents and guests;

(ii) That the insurance policies issued to the Council on behalf of the Unit Owners and covering the Property cannot be cancelled, invalidated or suspended owing to the conduct of any one or more Unit Owners and in no event can cancellation, invalidation or suspension for any reason be effected without at least ten (10) day's prior written notice to each Unit Owner and all mortgage holders;

(iii) That all policies covering the Property cannot be cancelled, invalidated or suspended owing to the conduct of any member, officer or employee of the Council or any manager of the Property without prior demand in writing that the Council cure the defect within a reasonable period of time; and

(iv) That any "no other insurance" clause in the Council's insurance policies exclude individual Unit Owner's policies from consideration.

(h) The periodic insurance review which the Council is required to conduct, as provided hereinabove, shall include an appraisal of the improvements to the Property by a real estate appraiser acceptable to the insurance carrier or carriers issuing the policies maintained by the Council.

## SECTION X. REPAIR OR RECONSTRUCTION

### (1) Damage or Destruction:

(a) Repair. Except as otherwise provided by law or herein, damage to or destruction of any of the Buildings comprising the Property shall be promptly repaired and restored by the Council using the proceeds of

insurance held by the Council or the Insurance Trustee for the purpose; and the Unit Owners directly affected thereby shall be liable for assessment for any deficiency in such proceeds in proportion to their respective undivided interests in the Common Elements, except that if and to the extent that such deficiency exists solely by reason of a "deductible" provision in the insurance policy or policies held by the Council, such deficiency shall be assessed against all Unit Owners as a Common Expense. The Council shall be responsible for accomplishing the full repair or reconstruction which shall be paid out of the Common Expense fund and assessed as above provided. Unit Owners may apply the proceeds from their individual fire insurance policies, if any, to the share of such Common Expense as may be assessed to them. The Council shall be responsible for restoring the Property only to substantially the same condition as it was immediately prior to the damage, and each Unit Owner shall personally assume the additional expense of any improvements to his Unit which he desires to restore beyond such condition. If any changes are made in the basic construction of any restored Unit, the Limited Common Elements, or Common Elements, or all, the Council shall record an amended Declaration Plan encompassing such changes.

(b) Termination. Notwithstanding anything contained in this Section to the contrary, if:

(i) there is substantially total destruction of one or more of the Buildings comprising part of the Property, the existence of which condition shall be conclusively determined by a unanimous vote of the Council members rendered with thirty (30) days after the occurrence, or

(ii) Unit Owners directly affected by damage to or destruction of one or more of such buildings and entitled to cast seventy-five percent (75%) of the votes of all said Unit Owners directly affected thereby duly resolve, within sixty (60) days after receipt of an least three (3) contractors' bids and the final insurance adjustment, not to proceed with repair or restoration, then, and only in the event of either (b) (i) or (ii) above having occurred, the salvage value of the property of the substantially destroyed building or buildings shall be subject to partition at the suit of any Unit Owner, in which event the net proceeds of sale, together with the net proceeds of insurance policies held by the Council or the Insurance Trustee, shall be considered as one fund and shall be divided among the directly affected Unit Owners in proportion to their respective undivided ownership of the Common Elements, after discharging, out of the respective shares of Unit Owners, to the extent sufficient for the purpose, all liens against the Units of such Unit Owners.

(2) Unit Owners Directly Affected Thereby. For the purposes of this Section X and Section 802 of the Unit Property Act only, the term "Unit Owners directly affected thereby" shall mean 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 the 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 mortgagee 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 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 cost in an action to recover the same brought against the Unit Owner under powers granted by the Unit Property Act.

(4) Late Charge/Penalty. The Council shall levy a late charge/penalty against any unit owner and unit if the account is not paid in full by the fifteenth (15) day of each month. The amount of the late charge/penalty shall be twenty-five and no/100 (\$25.00) Dollars. Council shall have the authority to amend the amount of the late charge/penalty from time to time and may under special circumstances waive the late charge/penalty upon petition by the unit owner who is charged the late charge/penalty. The late charge/penalty is to be levied in addition to the interest and other costs charged in paragraph 3 above.



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 twenty thousand dollars (\$20,000), 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 fifty thousand dollars (\$50,000) 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 OWNERS

No Unit Owner 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 such public utility charges attributable to his Unit. Council shall pay all bills for gas, water, and common area electricity.

#### SECTION XVII. PROCEDURE FOR SALE OR LEASE OF UNIT

Any unit Owner who wishes to sell or lease or rent 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 offerer.

#### 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. Upon request, a report of the general financial condition of the condominium may be obtained by a unit owner, i.e., the same information that is provided to a prospective buyer of a unit.

(2) Annual Audit. The Council shall submit the books, records, and memoranda to an annual audit by a disinterested certified public accountant, who shall audit the same and render a report thereon in writing to all unit owners and such other persons, firms, or corporations as may be entitled to same.

(3) 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.

(4) Notices. All notices hereunder to the Condominium shall be sent by regular mail to the Council in care of the managing agent. All notices hereunder to any Unit Owner shall be sent regular mail to the Building in which the Unit is situated, or to such other address as may have been designated by the Unit Owner from time to time in writing to the Council in care of the managing agent. All notices shall be deemed to have been given when mailed except notices of change of address which shall be deemed to have been given when received.

(5) Invalidity. The invalidity of any portion of this Code of Regulations shall be controlled by Article XVI of the Declaration.

(6) Waiver. No restrictions, condition, obligation or covenant contained in these regulations shall be deemed to have been abrogated or waived by reason of the failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

#### SECTION XIX. MODIFICATION OR AMENDMENT OF CODE OF REGULATIONS

Except as hereinafter provided otherwise, these Regulations may be modified or amended by the vote of 51% of the Unit Owners, provided, however, that no amendment shall be contrary to the requirements of the Unit Property Act, as amended from time to time, and provided, further, that said vote shall be taken at a meeting of the Unit Owners duly held for such purpose. The vote at such a meeting may be in person or by proxy. Notwithstanding any other provisions herein, however, no amendment may become effective except with the written approval of any mortgagee holding mortgages constituting first liens upon fifteen (15) or more Units, nor shall any amendment affect or impair the validity or priority of any mortgagee of record or the rights and remedies of the mortgagee. Any modification or amendment shall be recorded in the Recorder's Office of Allegheny County and shall become effective as of the date of such recording.

#### SECTION XX. CONFLICTS

This Code is set forth to comply with the requirements of the Unit Property Act. In the case of any conflict between this Code and these Regulations promulgated hereunder and the provisions of the Unit Property Act or of the Declaration, the provisions of the Unit Property Act or of the Declaration, as the case may be, shall control.

#### SECTION XXI. LIABILITY OF COUNCIL AND OFFICERS

(1) Neither the Council as a body nor any member thereof nor any officer shall be personally liable to any Unit Owner in any respect for any action or omission arising out of the execution of his respective duties. Each Unit Owner

shall be bound by the good faith action of the Council, its members, and Officers in the execution of the duties of said member of Council and Officers. Unless acting in bad faith, no member of Council or Officer shall be liable to any Unit Owner or other person for any act or omission occurring in the course of carrying out his duties.

(2) Notwithstanding the duty of Council to maintain and repair parts of the Property, Council shall not be liable for injury or damage caused by the failure of Council to maintain or repair the same, except to the extent of the proceeds of insurance carried by the Council.

**SECTION XXII. GENDER, SINGULAR AND PLURAL**

The use of the masculine gender in the Code of Regulations 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.

May 25, 2000

To: Residents and unit owners  
From: Woodland Manor Council  
Subject: Rules and Regulations

At its meeting on May 24, 2000, Council adopted the new set of Rules and Regulations attached to this memo. Please review this document carefully, and **discard any previous set of Rules and Regulations**, which have now been superseded.

These Rules and Regulations have been established to provide guidance to all residents so that our community will be as good a place as possible in which to live. The Rules now incorporate the rules for keys and the party room which had been separate pieces. Some of the rules relate to safety, others relate to keeping our operating systems functioning well, while still others concern consideration for neighbors in such things as noise.

It is the responsibility of each resident and owner to communicate these Rules & Regulations to others who may be visiting here, as well as to any tenants who rent.

Council adopted these Rules & Regulations following a review and recommendation by a committee established by Council. This committee met numerous times, held an open meeting where all residents and owners could comment, and received comments from others who were not at the meeting. Council would like to acknowledge the valuable work done by this committee, whose members were Rick Booth, Lois O'Connor, Will Sell, and Ann Werner, chair.

**BRANDT. MILNES & REA**

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

1109 GRANT BUILDING

310 GRANT STREET

PITTSBURGH, PENNSYLVANIA 15219-2202

TELEPHONE

412-255-6500

FAX

412-255-6504

July 29, 2003

Bob Giese  
Arnheim & Neely, Inc.  
425 N. Craig Street, Suite 100  
Pittsburgh, PA 15213

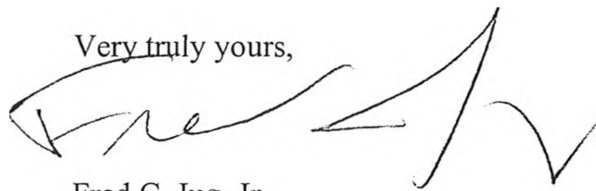
Re: Woodland Manor Condominium

Dear Bob:

Please find enclosed the original of the Woodland Manor Condominium Amendments to Limit Leasing which you previously forwarded to my office to be recorded. This document has been recorded at Deed Book Volume 11694, Page 347. I have retained a copy of this document for my file.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "Fred C. Jug, Jr.", with a large, stylized flourish extending to the right.

Fred C. Jug, Jr.

FCJ/lmb  
Enclosure

Allegheny County  
Valerie McDonald Roberts  
Recorder of Deeds  
Pittsburgh, PA 15219



60 2003 00021855

Instrument Number: 2003-21855

As

Recorded On: July 03, 2003

Deed Rerecorded/No Stmp

Recorded By: FRED C JUG JR

Comment:

Number of Pages:

7

**\*\* Examined and Charged as Follows: \*\***

Deed Rerecorded/No Stmp	45.00	Addt # of Pages > 4 @ 2.00	4.00
<b>Total Recording:</b>	<b>49.00</b>		

**\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\***

I hereby certify that the within and foregoing was recorded  
in the Recorder's Office in Allegheny County, PA

**File Information:**

Document Number: 2003-21855  
Receipt Number: 19528  
Recorded Date/Time: July 03, 2003 10:11A  
Book-Vol/Pg: BK-DE VL-11694 PG-347  
User / Station: JoAnne Depascale - Cash Super Station 06

**Record and Return To:**

FRED C JUG JR  
1109 GRANT BLDG  
310 GRANT ST  
PITTSBURGH PA 15219



Valerie McDonald-Roberts Recorder of Deeds

WOODLAND MANOR CONDOMINIUM

AMENDMENTS TO LIMIT LEASING

I. CODE

**Current Section XVII wording to be deleted**

Section XVII. PROCEDURE FOR SALE OR LEASE OF UNIT

Any unit Owner who wishes to sell or lease or rent 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 offerer.

**New Wording for Section XVII**

SECTION XVII. LEASE OF UNITS

(1) Limitation on Leased Units

(a) All Units under lease as of Dec. 31, 2003, may continue to be leased. All units not under lease as of Dec. 31, 2003 may not be leased in the future. When a Unit under lease as of Dec. 31, 2003 is subsequently sold, it may no longer be leased. A lease between family members shall not be considered as a leased Unit. For purposes of this Section, family members shall be defined as the Unit Owners' parents, children, grandchildren, or grandparents, as well as the Unit Owners' step-parents, step-children, and step-grandparents. If a Unit is owned by Husband and Wife, this definition applies to both of them.

(b) Notwithstanding any prohibition of leasing described in (1)(a), all Units and other spaces owned by the Association may be leased.

(c) Council may waive the above limitations on leased units to allow a unit owner to lease his unit for a limited period of time in case of hardship, or in order to accommodate a special need. The time period will be established by Council on a case-by-case basis. What constitutes a hardship or special need shall be determined by Council on a case-by-case basis.

(2) Notification to Council Any unit Owner who leases his Unit shall, within ten (10) days after accepting the offer to lease, give the Council written notice of the terms of such offer, which notice shall specify the name and address of the lessee.

(3) Lease Provisions

(a) All unit owners who are currently leasing their units shall submit copies of said lease to council within thirty (3) days of the adoption of this amendment.

(b) All unit owners leasing a unit shall utilize a lease agreement or lease rider approved by the Condominium Association.



(c) The Lessee shall be given a copy of the Declaration of the Condominium, the Code of Regulations, and the Rules and Regulations by the Lessor as a condition of any lease. The lease must provide that the Association is empowered to enforce the provisions of the Declaration, the Code of Regulations, and the Rules and Regulations upon both the Lessor and the Lessee.

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

(e) There shall be no subleasing of units or assignments of leases without approval of the Unit Owner and the Condominium Council.

WOODLAND MANOR CONDOMINIUM

II. DECLARATION

ARTICLE VII. USES, PURPOSES AND RESTRICTIONS

(1) Use of Units, last sentence of paragraph

**Delete:** Unit Owners may lease individual units.

**Replace with:** Unit owners may lease individual units, subject to the limitations in Article VII(18)

(18) Wording for new paragraph (18) to Article VII:

(18) Limitation on Leased Units

(a) All Units under lease as of Dec. 31, 2003 may continue to be leased. All units not under lease as of Dec. 31, 2003 may not be leased in the future. When a Unit under lease as of Dec. 31, 2003, is subsequently sold, it may no longer be leased. A lease between family members shall not be considered as a leased Unit. For purposes of this paragraph, family members shall be defined as the Unit Owners' parents, children, grandchildren, or grandparents, as well as the Unit Owners' step-parents, step-children, and step-grandparents. If a Unit is owned by Husband and Wife, this definition applies to both of them.

(b) Notwithstanding any prohibition of leasing described in (18)(a), all Units and other spaces owned by the Association may be leased.

(c) Council may waive the above limitation on leased units to allow a unit owner to lease his unit for a limited period of time in case of hardship, or in order to accommodate a special need. The time period will be established by Council on a case-by-case basis. What constitutes a hardship or special need shall be determined by Council on a case-by-case basis.

(d) All unit owners who are currently leasing their units shall submit copies of said lease to Council within (30) days of the adoption of this amendment.

**CERTIFICATE**

W. Richard Booth, the duly elected President of the Woodland Manor Condominium Association, and JOAN B. COLLEN, the duly elected Secretary of the Woodland Manor Condominium Board hereby warrant that the Amendment herein has been consented to the Unit Owners representing sixty-six and two-thirds (66  $\frac{2}{3}$ %) percent of the votes of the Woodland Manor Condominium Association, in conformity with the aforesaid Article XV of the Declaration of Condominium of the Woodland Manor Condominium Association.

W. Richard Booth  
President

Joan B. Collen  
Secretary

**ACKNOWLEDGEMENT**

Commonwealth of Pennsylvania  
County of Allegheny

On this 9<sup>th</sup> day of June, 2003, before me, the undersigned officer, personally appeared W Richard Berry and Jean B Cullen both known to me (or satisfactorily proven) who acknowledged that they executed this instrument for the purposes stated therein.

Linda Zehfuss  
Notary Public

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