

2/6/81md

DECLARATION
OF
CREEKWOOD COMMONS CONDOMINIUM
NO. 1

BOOK 1127 PAGE 157

2/7/81nr

I N D E X

	<u>Page</u>
<u>PREAMBLE</u>	1
<u>ARTICLE I - SUBMISSION: DEFINED TERMS</u>	
<u>Section 1.</u> Declarant; Property; County; Name.....	1
<u>Section 2.</u> Easements.....	1
<u>Section 3.</u> Defined Terms.....	2
<u>ARTICLE II - BUILDING ON THE LAND: UNIT BOUNDARIES</u>	
<u>Section 1.</u> Location of Building.....	5
<u>Section 2.</u> Units and Percentage Interests Common Elements.....	5
<u>Section 3.</u> Voting, Assessment.....	5
<u>Section 4.</u> Unit Boundaries.....	5
<u>Section 5.</u> Maintenance Responsibilities.....	6
<u>Section 6.</u> Relocation of Unit Boundaries and Subdivision of Units.....	7
<u>ARTICLE III - USE RESTRICTIONS</u>	
<u>Section 1.</u> Use, Purposes and Restrictions.....	7
<u>ARTICLE IV - EASEMENTS</u>	
<u>Section 1.</u> Declarant's Easement to Facilitate Marketing.....	9
<u>Section 2.</u> Utility Easements Right of Entry.....	9
<u>Section 3.</u> Encroachments and Support.....	9
<u>Section 4.</u> Pedestrian Easements.....	10
<u>Section 5.</u> Emergencies, Repair.....	10
<u>Section 6.</u> Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines and Other Common Elements Located Inside Units.....	10
<u>Section 7.</u> Use of CCCSA Areas.....	10
<u>Section 8.</u> CCCSA Expenses.....	11
<u>ARTICLE V - POWERS OF ASSOCIATION, RESERVES, ASSESSMENTS</u>	
<u>Section 1.</u> Reserve Accounts.....	11
<u>Section 2.</u> Exterior Maintenance.....	11
<u>Section 3.</u> Assessment of Charges.....	11
<u>Section 4.</u> Method of Enforcing Charges.....	11
<u>Section 5.</u> Unpaid Assessments at Time of Voluntary Sale of a Unit.....	12
<u>Section 6.</u> Uncollectible Assessments.....	12

2/6/81md

I N D E X (continued)

	<u>Page</u>
<u>ARTICLE VI - UNITS SUBJECT TO DECLARATION, BY-LAWS</u>	
Section 1.....	12
<u>ARTICLE VII - SEVERABILITY</u>	
Section 1.....	12
<u>ARTICLE VIII - WAIVER</u>	
Section 1.....	13
<u>ARTICLE IX - GENDER: SINGULAR AND PLURAL</u>	
Section 1.....	13
<u>ARTICLE X - TERMINATION</u>	
Section 1.....	13
<u>ARTICLE XI - INSURANCE</u>	
Section 1.....	13
<u>ARTICLE XII - MECHANICS' LIENS</u>	
Section 1.....	13
<u>ARTICLE XIII - AMENDMENT OF DECLARATION</u>	
Section 1.....	14

2/10/81md

DECLARATION
CREEKWOOD COMMONS CONDOMINIUM NO. 1

PREAMBLE

Ryan Homes, Inc., a Pennsylvania corporation ("RHI") has constructed the Building (as hereinafter defined) on the Land (as hereinafter defined) owned by Alice K. Robinson Inc., a Pennsylvania corporation ("Robinson"). RHI has entered into certain Agreements of Sale with Purchasers for sale and purchase of Condominium Units. Units will be conveyed by Robinson to the purchasers as condominium units pursuant to said Agreements of Sale. Pursuant to the foregoing, Robinson and RHI have executed this Declaration of Condominium. Robinson and RHI are hereinafter collectively referred to as "Declarant".

ARTICLE I

SUBMISSION: DEFINED TERMS

Section 1. Declarant; Property; County; Name. Alice K. Robinson, Inc., a Pennsylvania corporation, having its principal place of business at 107 Mt. Blaine Drive, McMurray, Pennsylvania 15317, owner in fee simple of the land described in Exhibit "A" attached hereto, located in the Township of Cranberry, Butler County, Pennsylvania ("Land") and Ryan Homes, Inc., a Pennsylvania corporation having its principal place of business at 100 Ryan Court, Pittsburgh, Pennsylvania 15205, hereby submits the Land and Building, together with all easements, rights and appurtenances thereunto belonging ("Property") to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. § 3101 et. seq. ("Act"), and hereby creates with respect to the Property a condominium, to be known as "Creekwood Commons Condominium No. 1" ("Condominium").

Section 2. Easements. The Land is so submitted:

(a) Subject to all covenants, conditions, provisions, easements and restrictions contained in the certain Declaration of Covenants, Conditions and Restrictions of Creekwood Commons Community Services Association, Inc. ("CCCSA"), recorded in the office of the Register and Recorder of Butler County, Pennsylvania in Book 1113, Page 354, as amended by Amendment to Declaration of Covenants, Conditions and Restrictions recorded in the office of the Register and Recorder of Butler County, Pennsylvania in Book 1114, Page 391, ("Declaration of Covenants, Conditions and Restrictions").

(b) Subject to all covenants, conditions, provisions, easements and restrictions contained in those certain recorded Subdivision Plans affecting the subject property and shall also be subject to the provisions of the Planned Unit Residential Development Ordinance of Cranberry Township and all other applicable Cranberry Township ordinances.

BOOK 1127 PAGE 160

2/10/81md

(c) Subject to all matters set forth on Schedule I attached hereto and incorporated herein.

Section 3. Defined Terms.

(a) Terms not otherwise defined herein, in the By-Laws or in the Plats and Plans, as the same may be amended from time to time, shall have the meanings specified or used in the Act.

(b) The following terms some of which are used or defined in general terms in the Act and shall have specific meanings hereunder and under the By-Laws as follows:

(1) "Association" means the unit owners' association of the Condominium. The "Executive Board" shall act on behalf of the Association.

(2) "Building" means the three-story building containing 12 condominium Units, a laundry room, and common elements constructed on the Land.

(3) "By-Laws" means the By-Laws for the Association.

(4) "CCCSA" means Creekwood Common Community Service Association.

(5) "Condominium" means the Condominium.

(6) "Declarant" means the Declarant and all successors to any Special Declarant Rights.

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

(8) "Land" means the land described in Exhibit "A" attached hereto and incorporated herein.

(9) "Plats and Plans" means the Plats and Plans attached hereto and incorporated herein, as the same may be amended from time to time.

(10) "Property" means the Land with all easements, rights and appurtenances thereunto belonging and the Building erected thereon.

(11) "Unit" means a Unit as described herein and in the Plats and Plans, as the same may be amended from time to time.

(12) "Percentage Interest" means each Unit Owner's undivided ownership interest in the Common Elements appurtenant to each Unit as set forth in Exhibit "B" attached.

BOOK 1127 PAGE 161

2/10/81md

(13) "Limited Common Elements" means portions of the Common Elements, if any, which are appurtenant to a specific Unit and only for the exclusive use and enjoyment of the Unit Owner thereof.

(14) "Mortgagee" means any lender holding a first mortgage encumbering any Unit.

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

(16) "Common Elements" means and includes:

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

(ii) the foundations, structural parts, supports, main walls, roofs, halls, corridors, lobbies, stairways and entrances and exits of the Building;

(iii) the yards and facilities, sidewalks and any improvements which support or sustain all of same;

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

(v) installations of all central services and utilities;

(vi) all apparatus and installations existing for common use; including without limitation, laundry room, janitorial closets and exterior building improvements;

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

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

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

(17) "Common Expenses" means and includes:

A. In General

(i) expenses of administration, maintenance, repair or replacement of the Common Elements and facilities and except as limited hereby of the Limited Common Elements and facilities;

2/10/81md

(ii) expenses declared Common Expenses by the Act or by this Declaration or by the By-Laws;

(iii) expenses agreed upon as Common Expenses by the Executive Board and lawfully assessed against the Unit Owners in accordance with the By-Laws;

(iv) "common expenses" shall mean charges or expenses as the case may be;

(v) the expense, if ever occurring, of installation of Cable or common television service to the building shall be a Common Expense;

(vi) utility charges for Common Elements.

B. Utilities

(i) The expense of electricity, gas, water and sewerage services supplied for the benefit of each Unit and the Limited Common Elements shall be separately metered, and the cost for such utilities consumed by each Unit shall be paid by each Unit Owner.

(18) "Common Profits" means the balance, if any, of all income, rents, profits and revenues from the Common Elements and facilities, remaining for the benefit of the Condominium after the deduction of all Common Expenses related thereto as determined by the Executive Committee from time to time. Any rental or concession income, if any, received for the use of Common Elements shall be used by the Executive Board to reduce and defray Common Expenses and shall be included in the determination of Common Profits.

(19) "Condominium Documents" means the Declaration of Condominium, the By-Laws, the Rules and Regulations originally promulgated and subsequently enacted or modified by the Executive Board from time to time, and any and all Exhibits, Schedules and Amendments to any of them.

(20) "Declaration" means this instrument and all amendments hereto.

(21) "Majority" or "Majority of the Unit Owners" means the owners of more than fifty percent (50%) of the Units.

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

(23) "Resident" means any lawful occupant of a Unit except a Unit owner, including lessees under lease from a Unit Owner.

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

(25) "Unit Owner" means the person or person owning a Unit in fee simple.

BOOK 1127 PAGE 163

2/6/81md

(26) "CCCSA Areas" mean and include all common access roads, utility lines, properties and buildings owned by the CCCSA and intended to be devoted to the common use and enjoyment of all Lot Owners in Creekwood Commons.

ARTICLE II

BUILDING ON THE LAND: UNIT BOUNDARIES

Section 1. Location of Building. The location, dimensions and area of the Building is shown on Plat No. 1.

Section 2. Units and Percentage Interests Common Elements. The location of Units within the Building is shown on the Plans attached hereto. Attached as Exhibit "B" hereto is a list of all Units, their Identifying Numbers, (location as shown more fully on the Plats and Plans), type and the Percentage Interest in Common Elements appurtenant to each Unit, determined on the basis of number of bedrooms in each Unit. Each two bedroom Unit shall be allocated an 8.44% interest in the Common Elements and the one bedroom Unit shall be allocated a 7.16% interest in the Common Elements. Percentage Interests shall not be changed except by an amendment to this Declaration executed by all Unit Owners affected thereby. The total undivided interest in Common Elements assigned to all Units shall at all times aggregate one hundred percent (100%).

The locations of the Common Elements to which each Unit has direct access are shown on the Plats and Plans; balconies, terraces and fences, if any, shown adjacent to any Unit are Limited Common Elements appurtenant to such Unit.

Section 3. Voting, Assessment. At any meeting of Unit Owners, each Unit Owner shall be entitled to one vote for each Unit whether a two bedroom Unit or a one bedroom Unit.

Common Charges shall be assessed against each Unit in accordance with voting rights - that is, an equal amount for all twelve Unit Owners.

Section 4. Unit Boundaries. Each Unit consists of the space within the following boundaries:

(a) Upper and Lower (Horizontal) Boundaries: The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the vertical boundaries:

(1) Upper Boundary: The horizontal plane of the bottom surface of the concrete ceiling slab or wooden surface constituting the ceiling of the Unit.

BOOK 1127 PAGE 164

2/7/81nr

(2) Lower Boundary: The horizontal plane of the top surface of the concrete slab or wooden surface constituting the floor of the Unit.

(b) Vertical Boundaries: The vertical boundaries of the Unit shall be the vertical planes, extended to intersections with the upper and lower boundaries, formed by the Unit-side surface of the walls which surround the Unit.

(c) Balconies, as set forth in the Plots and Plans are Limited Common Elements allocated solely to the Unit to which it is appurtenant. The boundary of such Limited Common Elements shall extend beyond the exterior perimeter wall out to the vertical plane made by the perimeter fences or walls, if any, on said balcony. The horizontal floor surface of said Unit shall prescribe the lower boundary of the balcony and/or patio and the horizontal surface of the plane created by a horizontal extension of the Unit's ceiling shall prescribe the upper boundary of the balcony. The air space over the balcony, thus described, shall constitute part of the Limited Common Elements. The wall and windows, if any between the balcony and the rest of the Unit shall be a Limited Common Element. As used in this subsection the terms "balcony" shall also include the term "terrace" or "patio".

(d) Each Unit shall include the items within the boundaries as described in Paragraphs (1) and (3) of § 3202 of the Act and shall have the benefit of the use of all limited common elements described in § 3202 of the Act, or designated on the Plans, as being allocated to such Unit.

(e) The Unit identification numbers are shown in Exhibit "B".

(f) If any chute, flue, duct, wire, conduit, bearing wall, window, door bearing column or other fixture or structural element lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements.

(g) Subject to the provisions of Paragraph (f) above, all spaces, interior partitions and other fixtures and improvements within the boundaries of a Unit are a part of the Unit. Interior partitions may be moved or removed only upon prior written approval of the Association, which shall not be withheld unreasonably. In the event a Unit Owner does move, remove or replace any interior partitions, no amendment of the Plats and Plans shall be necessary.

Section 5. Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units and Limited Common Elements shall be maintained and repaired by each Unit Owner and

BOOK 1127 PAGE 165

2/6/81md

the Common Elements by the Association in accordance with the provisions of § 3307 of the Act. All Expenses associated with the maintenance, repair and replacement of a Limited Common Element shall be paid by the Unit Owners, to which such Limited Common Element was assigned at the time the expense was incurred. If such Limited Common Elements are not kept in good repair the Association may do so and charge the cost thereof plus a 10% service fee against the Unit Owner as a common expense.

Section 6. Relocation of Unit Boundaries and Subdivision of Units. Relocation of boundaries between Units (with the consent of the Executive Board) will be permitted subject to compliance with the provisions therefor in §§ 3214 and 3215 of the Act.

ARTICLE III

USE RESTRICTIONS

Section 1. Use, Purposes and Restrictions. The uses of the Property, and the purposes for which the Building and each of the Units therein and Common Elements are intended, shall be in accordance with the following provisions:

(1) Use of Units.

(a) Each Unit shall be used solely as a residence for one family.

(b) No Unit (except any Units owned by the Declarant and used by it as sales offices, administrative offices, models or storage facilities) shall be used for any purpose other than as a residence of the use of one family nor shall anything be done therein which may constitute a nuisance to the occupants of neighboring Units.

(c) Unit Owners may lease their individual Units. Any lease of a Unit shall be in writing and shall have a clause that makes any breach of the rules and regulations contained in any of the Condominium Documents a breach of said lease, and any lease, in excess of one year, must be pre-approved by the Association such approval not to be unnecessarily withheld.

(d) No advertising signs may be displayed on the Property except a "for sale" sign not larger than two feet by four feet may be displayed at the Property with the prior written consent of the Association:

(e) No industry, business, trade, occupation or profession of any kind, be it commercial, religious, educational or otherwise, may be conducted, maintained or permitted in any part of the property. No use or practice shall be permitted on the Property which is a source of

BOOK 1127 PAGE 166

2/6/81md

annoyance to Unit Owners, or which interferes with the peaceful possession and proper use of the Property by its Unit Owners and Residents. All laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

(f) Declarant's Rights. RHI as a Declarant shall have the irrevocable right, for as long as Declarant owns any Units, to use any Unit and the Common Elements for sales and administrative purposes. This right shall not be subject to amendment or modification by the Unit Owners.

(2) Storage Use; Insurance Rates. Nothing shall be done or kept in any Unit or the Common Elements which might increase the rate of insurance coverage for the Building or the contents thereof beyond the normal rates applicable for residential dwellings, without prior written consent of the Association. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Building or the contents thereof, or which will be in violation of any law. No refuse shall be permitted in the Common Elements. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Association, except as herein expressly provided.

(3) Offensive Activities. No noxious or offensive activities shall be carried on in any Unit or in the Common Elements nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other Unit Owners or occupants.

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

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

(6) Powers of Executive Board to Enforce. The Executive Board shall have the power to make such rules and regulations as may be necessary to carry out the intent of these use restrictions, and shall have the right to bring law suits to enforce the rules and regulations promulgated by the Association. The Association shall further have the right to levy fines for violations of these regulations, provided that the fine for a single violation may not, under any circumstances, exceed Twenty Five Dollars (\$25.00). For each day a violation continues after notice it shall be considered a separate violation. Any fine so levied is to be considered a Common Expense and assessment to be levied against the particular Unit Owner involved, and collection may be enforced by the Executive Board in the same manner as the Executive Board is entitled to enforce collection of Common Expenses.

BOOK 1127 PAGE 167

2/6/81md

ARTICLE IV

EASEMENTS

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

Section 1. Declarant's Easement to Facilitate Marketing. Declarant reserves the right to maintain on the Property such advertising signs as Declarant in its discretion may deem appropriate, provided such advertising signs comply with applicable governmental requirements. Declarant may, from time to time, relocate such advertising signs.

Section 2. Utility Easements - Right of Entry. The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant and the 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. The easements created in this Article IV, Section 2 shall include, without limitation, rights of Declarant, or any utility company providing utility or service, 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, electrical wires, conduits and equipment and ducts and vents over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Article IV, Section 2, unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant, or so as not to materially interfere with the use or occupancy of the Unit by its occupants.

Section 3. Encroachments and Support. Each Unit, and the property included in the Common Elements shall be subject to an easement for encroachments created by construction, settling and overhangs as designed or constructed. A valid easement for said encroachments and for the maintenance of same, so long as they stand, shall and does exist. In the event that the Building is partially or totally destroyed and then rebuilt, the Unit Owners of the Units so affected agree that minor encroachments of parts of the adjacent Unit or Common Elements due to removal, replacement, or construction shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist. Every portion of a Unit contributing to the support of an abutting Unit shall be burdened with an easement of support for the benefit of such abutting Unit. A valid easement shall and does exist in favor of each Unit Owner to make reasonable use, not inconsistent with the terms of this Declaration, of the exterior wall of any adjoining

2/6/81md

Unit where the outer unfinished surface of such wall shall serve and separate any portion of such Unit Owner's Unit or Limited Common Elements appertaining thereto and such adjoining Unit; notwithstanding the inclusion of such wall within the vertical boundaries of such adjoining Unit.

Section 4. Pedestrian Easements. There is hereby created an easement for a pedestrian right-of-way over and across the Common Elements, for the purpose of pedestrian passage by all persons lawfully upon the Common Elements. An easement is hereby reserved to Declarant to enter the Common Elements to construct and maintain such facilities and perform such operations as may be reasonably required, convenient or incidental to the construction of the Building, provided nothing herein shall be deemed to increase the obligations of the Declarant hereunder.

Section 5. Emergencies, Repair. There is hereby granted a blanket easement to the Association or its officers, agents and employees, to any manager employed by or on behalf of the Association and to all policemen, firemen, ambulance, governmental and utility company personnel and all other similar persons to enter upon the Property or any part thereof in the proper performance of their respective duties and for repair and maintenance of Common Elements and Limited Common Elements. Except in the event of emergencies, the rights accompanying the easements provided for in this Article shall be exercised only during reasonable daylight hours and then, whenever practicable, only after advance notice to, and with the permission of the Unit Owner or Unit Owners directly affected thereby.

Section 6. Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines and Other Common Elements Located Inside Units. Each Unit Owner shall have an easement in common with the other Unit Owners to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of all the other Unit Owners to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements serving each other Unit and located in such Unit. The Association shall have the right of access to each Unit and to inspect same, to remove any violations as set forth in this Declaration as from time to time in effect, and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Building.

Section 7. Use of CCCSA Areas. Each Unit Owner shall, by virtue of his holding title to a Unit, become a member of the CCCSA, which membership shall run with title to the Unit and may not be separated therefrom. Each unit Owner, by virtue of his membership in the CCCSA, shall be bound by the said Declaration of Covenants, Conditions and Restrictions applicable to the CCCSA Area and by the Articles of Incorporation and By-Laws of the CCCSA documents, as they may be amended from time to time. Such CCCSA membership shall entitle each Unit Owner to use the CCCSA Areas in accordance with CCCSA's rules and restrictions.

BOOK 1127 PAGE 169

2/7/81nr

Section 8. CCCSA Expenses. The Declarant, for each Unit owned, hereby covenants, and each subsequent Unit Owner, by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the CCCSA or its designee, such assessments and/or charges as may be levied by the CCCSA to cover the reasonable share of the expenses incurred in maintaining, improving and managing the CCCSA. Such assessment and/or charges shall run with the land and shall be a continuing lien upon the Unit or Units against which such assessments and/or charges were made. Such assessments and/or charges may be assessed or enforced in accordance with the terms and conditions of the Declaration of Covenants, Conditions and Restrictions.

ARTICLE V

POWERS OF ASSOCIATION, RESERVES, ASSESSMENTS

Section 1. Reserve Accounts. The Association shall have the power to create working capital, reserve for replacement, and contingency accounts, and to assess the Unit Owners for contributions to the said accounts.

Section 2. Exterior Maintenance. In addition to maintenance upon the Common Elements, the Association shall as a Common Expense provide exterior maintenance upon the building as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces and other exterior improvements. Such exterior maintenance shall not include glass surfaces or doors, Unit doors and window fixtures, balconies and patios, except in the Common Elements. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Unit Owner, Resident or their family, guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Unit is subject.

Section 3. Assessment of Charges. All sums assessed by resolutions duly adopted by the Association against any Unit for the share of Common Expenses chargeable to that Unit or any fine imposed against a Unit Owner shall constitute a lien against the affected Unit in accordance with the Act and also shall be the personal liability of the Owner of the Unit so assessed and shall, until fully paid, together with interest thereon at the rate of ten percent (10%) per annum from the due date, constitute a lien against such Unit which shall be enforceable as provided in the Act or as otherwise permitted by law. Provided, to the extent permitted by the Act, the lien for any such assessment is hereby expressly subordinated in time, lien and priority to the first lien mortgage of any Mortgagee.

Section 4. Method of Enforcing Charges. Any charge assessed against a Unit may be enforced by suit by the Association acting on behalf of the Unit Owners in an action in assumpsit or by enforcement as a lien in accordance with the Act, or both. Any judgment against a Unit

BOOK 1127 PAGE 170

2/7/81nr

and its Owner shall be enforceable in the same manner as is otherwise provided by law.

The Association may bring an action at law against the Unit Owner personally obligated to pay the same, or foreclose the lien against the Unit as provided in the Act. The Association, acting on behalf of the Unit Owners, shall have the power to bid for an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his Unit.

Section 5. Unpaid Assessments at Time of Voluntary Sale of a Unit.

Upon the voluntary sale or conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments for Common Expenses which are a lien or charge against the Unit as of the date of the sale or conveyance, but such joint and several liability shall be without prejudice to the grantee's right to recover from the grantor the amount of any such unpaid assessments which the grantee may pay, and until any such assessments are paid, they shall continue to be a charge against the Unit which may be enforced in the manner set forth in this Article. Any person who shall have entered into a written agreement to purchase a Unit shall be entitled to a resale certificate as required by the Act.

Section 6. Uncollectible Assessments.

Any delinquent amount which the Association determines cannot be collected from the former Unit Owner may be reassessed by the Association as a Common Expense to be collected from all of the Unit Owners, including a subsequent purchaser of the Unit.

ARTICLE VI

UNITS SUBJECT TO DECLARATION, BY-LAWS

Section 1. All present and future Unit Owners and Residents of Units shall be subject to and shall comply with the provisions of this Declaration and the By-laws as they may be amended from time to time. The acceptance of a Deed or execution of a lease or contract conveying an interest in, or the occupancy of, any Unit shall constitute such agreement.

ARTICLE VII

SEVERABILITY

Section 1. In the event that any provision of the Condominium Documents is determined to be invalid or unenforceable, they shall be considered severed and shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of the

BOOK 1127 PAGE 171

2/6/81md

Condominium Documents and, in such event, all of the other provisions of the Condominium Documents shall continue in full force and effect as if such invalid provision has never been included herein. In the event of any conflict between the Condominium Documents and the Act, the Act shall control, excepting in these instances where the Act by the terms, permits, variations and in the latter instance the Condominium Documents shall control.

ARTICLE VIII

WAIVER

Section 1. No provision contained in the Condominium Documents shall be deemed to have been waived by reason of failure to enforce same, irrespective of the number of violations or breaches which may occur.

ARTICLE IX

GENDER: SINGULAR AND PLURAL

Section 1. The use of the masculine gender in this Declaration shall be deemed to refer also to the feminine gender and the use of the singular shall be deemed to refer also to the plural and vice versa, whenever the context so requires.

ARTICLE X

TERMINATION

Section 1. The Condominium may be terminated in accordance with Act, provided no such termination shall be effective unless the same is executed by all of the Unit Owners and by the holders of all mortgages, judgments, or other liens affecting the Units.

ARTICLE XI

INSURANCE

Section 1. The Association shall insure the Common Elements of the Building against loss or damage by fire and such other hazards as the Act may require or the Association may deem appropriate, without prejudice to the right of each Unit Owner to insure his own Unit for his own benefit. The premiums for such insurance on the Common Elements shall be deemed Common Expenses.

ARTICLE XII

MECHANICS' LIENS

Section 1. Any mechanics' liens arising as a result of repairs to or improvements of a Unit by or on behalf of a Unit Owner shall be

BOOK 1127 PAGE 172

2/6/81md

liens only against such Unit. Any mechanics' liens arising as a result of repairs to or improvements of the Common Elements, if authorized in writing pursuant to a duly adopted resolution of the Association, shall be paid by the Association as a Common Expense.

ARTICLE XIII

AMENDMENT OF DECLARATION

Section 1. For as long as Declarant is an Owner of one or more Units, this Declaration may be amended only with the consent of Declarant.

Except as specifically otherwise permitted by Section 3219 of the Act and the other Sections of the Act referred to therein, this Declaration may only be amended by the vote of not less than sixty-seven percent (67%) of the Unit Owners to which votes in the Association are allocated in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, provided however, that any such Amendment shall have been approved in writing by any mortgagees holding mortgages which comprise the first liens on five (5) or more Units, which approval shall not be unreasonably withheld. Subject to Section 3221 of the Act, no amendment may be made, following recordation hereof, which would have the effect of causing a change in the Units or a change in the Percentage Interest in the Common Elements allocated to the Units except by the recording of an amendment duly executed by all Unit Owners affected thereby and their mortgagees. No such amendment shall be effective until recorded in the Office of the Register and Recorder of Butler County.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 20 day of February, 1981.

ATTEST:

ALICE K. ROBINSON, INC.
a Pennsylvania Corporation

Philip S. Robinson
Secretary

By: Joseph P. Robinson Jr.
Title: V. Pres

RYAN HOMES, INC.,
a Pennsylvania corporation

Alan C. Giesje
Asst Secretary

By: Will H.
Title: VICE - PRESIDENT

BOOK 1127 PAGE 173

2/6/81md

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY) SS:

On this the 20th day of February, 1981, before me, the undersigned, personally appeared Leonard E. Robinson, Jr., who acknowledged himself to be the Vice President, of ALICE K. ROBINSON, INC., a Pennsylvania corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of ALICE K. ROBINSON, INC. for and on behalf of such corporation and for and on behalf of CREEKWOOD COMMONS CONDOMINIUM NO. 1 by himself as Vice President

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

Anna M. Mentzer
Notary Public
ANNA M. MENTZER, NOTARY PUBLIC
ROSS TWP., ALLEGHENY COUNTY
MY COMMISSION EXPIRES JUNE 4, 1983
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY) SS:

On this the 20th day of February, 1981, before me, the undersigned, personally appeared John M. Garrity, who acknowledged himself to be the Vice President, of RYAN HOMES, INC., a Pennsylvania corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of RYAN HOMES, INC. for and on behalf of such corporation and for and on behalf of CREEKWOOD COMMONS CONDOMINIUM NO. 1 by himself as Vice President.

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

Anna M. Mentzer
Notary Public
ANNA M. MENTZER, NOTARY PUBLIC
ROSS TWP., ALLEGHENY COUNTY
MY COMMISSION EXPIRES JUNE 4, 1983
Member, Pennsylvania Association of Notaries

BOOK 1127 PAGE 174

ALL that certain lot or parcel situate in Cranberry Township, Butler County, Pennsylvania known as Lot No. A-1 in the Creekwood Commons Plan No. 1A, recorded in the office of the Register and Recorder of Butler County, Pennsylvania in Rack No. 85, page 5.

EXHIBIT "A"

BOOK 1127 PAGE 175

SCHEDULE I

1. Right-of-way to Columbia Gas of Pittsburgh in Deed Book 937, page 568.
2. Right-of-way to Columbia Gas of Pittsburgh in Deed Book 944, page 810.
3. Right-of-way to Cranberry Township Municipal Sewer and Water Authority dated February 10, 1978 recorded in Deed Book 1062, page 943.
4. Right-of-way to Pennsylvania Power Company recorded in Deed Book 836, page 190.
5. Right-of-way to Pennsylvania Department of Highways for Legislative Route 10002 Section 1 recorded in Deed Book 841, page 497.
6. Oil and Gas Lease to Gartner Mechling and Company recorded in Deed Book 142, page 362.
7. Easement and right-of-way for a gas line; license for a septic tank system and right of ingress and egress to the septic tank system and easement to a sanitary sewer easement all as particularly set forth in the Deed to Alice K. Robinson, Inc. of record in Deed Book Volume 1107, page 44, in the Office of the Register and Recorder of Butler County, Pennsylvania.
8. Matters set forth in Deed to Alice K. Robinson, Inc. and recorded in the Office of the Register and Recorder of Butler County, Pennsylvania in Deed Book Volume 1107, page 44.
9. Matters set forth on Subdivision Plan for Creekwood Commons Plan No. 1-A, of record in Rack No. 81, page 43 in the Office of the Register and Recorder of Butler County, Pennsylvania.
10. Matters set forth on Subdivision Plan for Lot No. A-1 in the Creekwood Commons Plan No. 1-A of record in Rack No. 85, page 5 in the Office of the Register and Recorder of Butler County, Pennsylvania.

2/7/81nr

<u>Unit</u>	<u>% of interest in Common Elements</u>	<u>Vote</u>	<u>% of Common Expenses</u>
A	8.44%	1	8-1/3%
B	7.16%	1	8-1/3%
C	8.44%	1	8-1/3%
D	8.44%	1	8-1/3%
E	8.44%	1	8-1/3%
F	8.44%	1	8-1/3%
G	8.44%	1	8-1/3%
H	8.44%	1	8-1/3%
J	8.44%	1	8-1/3%
K	8.44%	1	8-1/3%
L	8.44%	1	8-1/3%
M	8.44%	1	8-1/3%
	<u>100.00%</u>	<u>12</u>	<u>100%</u>

EXHIBIT "B"

BOOK 1127 PAGE 177

1127-157
RECORDS & DEEDS
REGISTER OF DEEDS
BUTLER COUNTY
FEB 20 12 29 PM '81

DECLARATION

OF

CREEKWOOD COMMONS CONDOMINIUM NO. 1 *al*

BY

ALICE K. ROBINSON, INC. *al*

AND

RYAN HOMES, INC. *al*

To
Creekwood Commons Condominium No. 1 al
Alice K. Robinson, Inc. al
Ryan Homes, Inc. al
Declaration
Cranberry Pa

BUTLER COUNTY SS
PENNSYLVANIA

Recorded in the Recorder's Office
of said County on the *27th* day
of *February* A. D. 19*81*
in *Book*

Book No. *1127-157* Witness

Alan K. Halstead
and had the seal of said Office.
Recorder

MAIL TO:

Harold A. Gold, Esquire
LAW OFFICES OF
BASKIN AND SEARS
ATTORNEYS AT LAW
10TH FLOOR FRICK BUILDING
PITTSBURGH, PENNSYLVANIA 15219

BOOK 1127 PAGE 173