



FAHRINGER, McCARTY, GREY, INC.
LANDSCAPE ARCHITECTS AND ENGINEERS

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MEMBERS

RICHARD K. SCHNEIDER, A.S.L.A.
DALE K. EARL, A.S.L.A.
Emeritus, DAVID C. FAHRINGER, L.A.
Emeritus, ROBERT B. McCARTY, N.S.P.E.
Emeritus, HAROLD C. GREY, A.S.L.A.

The Estates of Forest Grove
Condominiums, Exhibit A
Additional Real Estate

All that certain parcel of land situate in Kennedy Township, Allegheny County, Commonwealth of Pennsylvania being more particularly bound and described as follows:

Beginning at a point on the southerly side of a Duquesne Light Company 50 foot easement recorded in Deed Book Volume 4542 Page 256, said point also being on the dividing line of lands now or formerly of N. A. Petrovich, G. J. Gawaldo and the property herein described; thence along said dividing line South 05° 30' 41" West, 513.65 feet; thence along same South 84° 44' 19" East, 63.32 feet to a point on the dividing line of lands now or formerly G. A. Rippole and the property herein described; thence along said dividing line of G. A. Rippole, said line also being the dividing line of property of now or formerly Petrovich, now or formerly J. F. Police and a portion of property of now or formerly G. P. Jones South 03° 59' 19" East, 174.60 feet to a point; thence along the centerline of Schaefer Street, a 40 foot private right-of-way (unopened) North 77° 44' 19" West, 1,192.00 feet to a point on the centerline of Schoen Street, a 40 foot private right-of-way (unopened); thence along centerline of Schoen Street North 12° 15' 41" East, 670.00 feet to a point on the southerly line of the aforementioned Duquesne Light Company 50 foot easement; thence along said easement South 77° 44' 19" East, 1,019.92 feet to the point of beginning.

Containing 16.59 Acres

Estates of Forest Grove Condominiums
Job No. 3582
June 25, 1997 - R.A.M.

. DBV 10003PG558

DECLARATION

THE ESTATES OF FOREST GROVE CONDOMINIUM

ARTICLE 1.

SUBMISSION: DEFINED TERMS

Section 1.1. Declarant; Property; County; Name. THE ESTATES OF FOREST GROVE, L.P., a Pennsylvania limited partnership (the "Declarant"), owner in fee simple of the Real Estate described in Exhibit "A" attached hereto, located in Allegheny County, Pennsylvania, hereby submits the Real Estate, including all easements, rights and appurtenances thereunto belonging and the Buildings and improvements erected or to be erected thereon (collectively, the "Property") to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. § 3101 et seq. (the "Act"), and hereby creates with respect to the Property a Flexible Condominium, to be known as "The Estates of Forest Grove Condominium" (the "Condominium").

Section 1.2. Easements and Licenses. Included among the easements, rights and appurtenances referred to in Section 1.1 above are the following recorded easements and licenses, and the Real Estate is hereby submitted to the Act:

Right of way for sewer line from Myrtle C. Miller, et ux., to The Kennedy Township Municipal Sewage Authority dated February 12, 1978, recorded in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 5904, pages 424-428.

Additional easements and licenses may be granted by Declarant during the construction of the Condominium and development of the Property.

Section 1.3. Defined Terms.

1.3.1. Capitalized terms not otherwise defined herein or in the Plats and Plans shall have the meanings specified or used in the Act.

1.3.2. The following terms are used or defined in general terms in the Act and shall have specific meanings herein as follows:

a. "Additional Real Estate" means that part of the Real Estate designated as Additional Real Estate on the Plats and Plans attached hereto and as otherwise described as Exhibit "B", also attached or to be attached hereto.

b. "Association" means the Unit Owners' Association of the Condominium and shall be known as the "The Estates of Forest Grove Condominium Association."

c. "Building(s)" means any building(s) included in the Property.

d. "Bylaws" mean the Bylaws of the Association as the same may be lawfully amended from time to time, created under and pursuant to the Act and which also serve as the code of regulations of the Association.

e. "Common Areas" means all of the Condominium Property except that portion described in this Declaration as constituting a Unit or Units.

f. "Common Elements" means all portions of Condominium other than Units.

g. "Condominium" means the Flexible Condominium known as The Estates of Forest Grove Condominium including that part of Property described as Condominium Property.

h. "Condominium Property" means the tract of land hereinafter described as being submitted to the Act, all buildings, structures and improvements situated thereon and all easements, rights and appurtenances belonging thereto provided, however, that Additional Real Estate described at Exhibit "B" may not become part of the Condominium.

i. "Convertible Real Estate" means the portions of land comprising the Real Estate which are designated Additional Real Estate as those terms are defined by the Uniform Condominium Act.

j. "Declarant" means the Declarant described above and all successors to any Special Declarant Rights.

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

l. "Executive Board" means the Executive Board of the Association.

m. "Limited Common Elements" means the Common Elements described as such in the Act, and herein and as shown on the Plats and Plans.

n. "Limited Common Expenses" means the Common Expenses incurred for maintenance, repair and/or replacement of certain Limited Common Elements which, pursuant to Section 2.3 of this Declaration, are to be assessed against the Units to which such Limited Common Elements are assigned.

o. "Permitted Mortgage" means a mortgage to a bank, trust company, savings bank, savings and loan association, mortgage banker, insurance company, pension fund or similar lender or a purchase money mortgage to Declarant or a Unit Seller.

p. "Plats and Plans" means the Plats and Plans attached hereto or which may later be attached as Exhibit "C" and made a part hereof, as the same may be amended from time to time.

q. "Property" means the Real Estate, including easements, rights and appurtenances described in Section 1.1 above together with such portions of the Additional Real Estate as shall have been added to the Condominium and less such portions of the Withdrawable Real Estate as shall have been withdrawn from the Condominium.

r. "Real Estate" means Exhibit "A".

s. "Unit" means a Unit as described herein at Section 2.2 and in the Plats and Plans.

t. "Unit Owner" means a purchaser of a Unit.

u. "Withdrawable Real Estate" means any Real Estate described as such in Plats and Plans attached, so long as Declarant's rights to withdraw such Real Estate from the Condominium continue to exist.

1.3.3. The following terms when used herein shall have the meanings set forth below:

a. "General Common Expenses" means Common Expenses excluding Limited Expenses.

b. "Percentage Interest" means the undivided ownership interest in the Common Elements appurtenant to each Unit as set forth herein, as the same may be amended from time to time.

c. "Recreation Area" means the areas labeled as such on the Plats and Plans.

ARTICLE 2.

ALLOCATION OF PERCENTAGE INTERESTS, VOTES AND COMMON EXPENSES LIABILITIES; UNIT IDENTIFICATION AND BOUNDARIES; MAINTENANCE RESPONSIBILITIES

Section 2.1. Percentage Interests. The undivided ownership of common elements appurtenant to each Unit is equal for all Units, irrespective of size, cost, or location of such Unit. Common Expenses are apportioned equally among all Units, irrespective of size, cost, or location of such Unit. Each Unit shall have one vote in the Association.

Section 2.2. Unit Boundaries. Each Unit consists of the space within the following boundaries:

2.2.1. Upper and Lower (Horizontal) Boundaries: The upper and lower boundaries of the Unit shall be the following boundaries extended to intersections with the vertical boundaries.

a. Upper Boundary: The horizontal plane of the upper surface of the plasterboard ceiling of the Unit.

b. Lower Boundary: The horizontal plane of the top surface of the unfinished concrete floor slab.

2.2.2. Vertical Boundaries: The vertical boundaries of the Unit shall be the vertical planes, extended to intersections with each other and with the upper and lower boundaries, of the exterior surface of the exterior walls, including garage, which do not separate the Unit from any other Unit, and of the center line of the party walls which separate the Unit from other Units.

Section 2.3. 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 Common Elements shall be maintained and repaired by each Unit Owner and by the Association in accordance with the provisions of § 3307 of the Act, except as expressly set forth to the contrary herein. Ordinary maintenance and repair of patio, deck, balcony and other Limited Common Elements other than driveway shall be the responsibility of the Owner of the Unit to which such patio, deck, balcony or other Limited Common Element is appurtenant at the time the expense was incurred. Outside wall of courtyard, driveway repairs and maintenance and structural repairs and/or replacements of Limited Common Elements shall be the responsibility of the Association, the costs to be charged as General Common Expenses.

Section 2.4. Relocation of Unit Boundaries; Subdivision and Conversion of Units. Relocation of boundaries between Units and subdivision or conversion of Units will be permitted subject to compliance with the provisions therefor in §§3214 and 3215 of the Act. Subject to the provisions of the within Declaration and other provisions of law, the boundaries between adjoining Units may be relocated by an amendment to the Declaration upon application to the Association by the Owners of those Units pursuant to §3214 of the Act.

A Unit of the Condominium may not be subdivided into two or more Units, or in the case of a Unit owned by the Declarant, may not be subdivided or converted into two or more Units. Subject to the provisions of the within Declaration and other provisions of law, upon application of a Unit Owner or the Declarant to convert two or more Units into one residence, the Association shall prepare, execute and record an amendment to the Declaration, including the Plats and Plans converting that Unit.

ARTICLE 3.
DESCRIPTION, ALLOCATION OF COMMON ELEMENTS
AND LIMITED COMMON ELEMENTS

Section 3.1. Limited Common Elements. The Limited Common Elements shall mean and include:

3.1.1. All plumbing fixtures servicing only one (1) Unit and located partially within and partially outside the designated title lines of such Unit.

3.1.2. All electrical equipment and wiring serving only one (1) Unit and located partially within and partially outside the designated title lines of such Unit.

3.1.3. The air conditioning, heating and ventilating ducts and compressor serving only one (1) Unit.

3.1.4. The fresh water pipes, discharge pipes and all other plumbing, pipes and conduits serving only one (1) Unit and located partially within and partially outside the title lines of such Unit.

3.1.5. All other parts of the Condominium Building and its equipment, including any chutes, flues, ducts, wire, conduits, bearing walls, bearing columns or any other fixtures serving only one (1) Unit and located partially within and partially outside the designated title lines of such Unit.

3.1.6. Balconies, decks, patios, courtyards, sidewalks and driveways. Each Unit shall include the appurtenant right to the exclusive use of the courtyard, balcony, deck or patio bearing that Unit designation on the Declaration Plans and the driveway appurtenant to that Unit.

Section 3.2. Common Elements, Percentage Interest of Unit Owners. The Common Elements shall mean and include:

3.2.1. The land, the streets, the air space above the Condominium Buildings and said land, and those portions of the Condominium Buildings which are not included within the title lines of any Unit and which are not made part of a Unit pursuant to Section 2.2. hereinabove, and which portions are not designated as Limited Common Elements pursuant to Section 3.1. hereinabove.

3.2.2. The following parts of the building foundations; structural parts, supports, columns; beams; the masonry part of all interior masonry walls and exterior walls; non-masonry interior walls between Units (except that surface of the wallboard or plaster on the Unit-side of such walls shall be part of the Unit and not part of the Common Elements); all portions of the building below the upper surface of the concrete sub-floor of the first floor level of such Building; roofs; all fresh water, discharged water and sewer lines and associated equipment

serving the Common elements or more than one Unit or both; and electric and telephone wires, cables, lines, pipes, fixtures, meters and/or equipment serve the Common Elements or more than one Unit or both.

3.2.3. Portions of the Land and Building used exclusively for the management, operation or maintenance of the Common Elements.

3.2.4. Installations of all central services and utilities and water, sewer, electric, telephone and other utility lines, pipes, fixtures, meters and associated equipment which serve the Common Elements or serve more than one Unit or both.

3.2.5. All other apparatus and installations existing for common use.

3.2.6. All portions or other parts or elements of the Property or the Building necessary or convenient to the Property's existence, management, operation, maintenance of the Common Elements and safety, or in common use and which are not herein or in the Declaration Plan made a part of a Unit or designated as Limited Common Elements, and such facilities as are designed herein and in the Bylaws as Common Elements.

Section 3.3. Allocation of Percentage Interest. The percentage of undivided interest in the Common Elements in fee simple appurtenant to each Unit shall be as set forth in Section 2.1 hereof and, except as otherwise provided herein or in the Bylaws, such percentage shall not be altered except by the Declarant, or by the recording of an amended Declaration duly executed by all of the Unit Owners affect thereby. (For purposes of this subparagraph "all of the Unit Owners affected thereby" mean only all Unit Owners at the time of said amendment to this Declaration and which may include Declarant as to unsold and/or reasonably contemplated Units.)

Section 3.4. Common Expenses. Each Unit Owner shall be liable for a share of the Common Expenses, as defined below, such share being equal to every other Unit. Common Expenses shall be defined as:

3.4.1. Expenses of administration, maintenance, repair and replacement of the Common Elements;

3.4.2. Expenses agreed upon as common by all the Unit Owners; and

3.4.3. Expenses declared common by the provisions of the Act, or by this Declaration or the Bylaws or any rules and regulations adopted by the Association.

3.4.4. Insurance premiums for any insurance coverage as set forth in this Declaration, the Public Offering Statement, the Bylaws and any rules and regulations of the Association shall be a Common Expense to be paid by monthly assessments levied by the

Association; and such payments shall be held in a separate escrow account of the Association and used solely for the payment of the insurance premiums as such premiums become due.

3.4.5. Reserves for repair or replacement.

Section 3.5. Common Element Interest and Common Expense Liability Allocated to Units in Additional Real Estate. The addition of Units to this Flexible Condominium will decrease the percentage of the relative Common Element Interest, relative voting strength in the Association and relative Common Expense liability of each Unit in accordance with the following formula: $1.00 \times 100\% \text{ over } A = B\%$. "A" equals total number of Units in the Condominium, including new Units. "B%" equals the new percentage Common Element Interest, relative voting strength in the Association and Common Expense liability of each Unit.

ARTICLE 4.
EASEMENTS

Section 4.1. Additional Easements. In addition to and in supplementation of the easements provided for by §§ 3216, 3217 and § 3218 of the Act, and the Easements as may be set forth in Section 1.2 and in Exhibit "A", the following easements are hereby created:

4.1.1. Declarant's Use for Sales Purposes. Declarant shall have the right to maintain signs, sales offices, management offices and models throughout the Property. Declarant may maintain signs in its Units and on the common elements advertising Units in the Condominium owned by Declarant for sale or lease and other advertising unsold Units and the Condominium in general. Declarant reserves the right to place models, management offices and sales offices on any portion of the Common Elements in such manner, of such size and in such locations as Declarant deems appropriate. Declarant may from time to time relocate models, management offices and sales offices to different locations within the Common Elements, in its Units or other Units in the Condominium. Upon the relocation of a model, management office or sales office constituting a Common Element, Declarant may remove all personal property and fixtures therefrom. Any fixtures not so removed shall be deemed Common Elements, and any personal property not so removed shall be deemed the property of the Association.

4.1.2. Utility Easements. The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant, 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 or the Additional Real Estate. The easements created in this Section 4.1.2 shall include, without limitation, rights of Declarant, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and equipment and ducts and vents over, under, through, along and on the Units and Common Elements.

Notwithstanding the foregoing provisions of this Section 4.1.2, 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.

4.1.3. Declarant's Easement to Correct Drainage. Declarant reserves an easement on, over and under those portions of the Common Elements not located within a Building for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section 4.1.3 expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably necessary to achieve this purpose, following which the Declarant shall restore the affected property as closely to its original condition as practicable.

4.1.4. Easement for Use of Recreation Area.

4.1.4.1. Each Unit Owner and his or her lessee is hereby granted a non-exclusive perpetual right and easement of access to and enjoyment in common with others of the amenities and commercial and recreational facilities constituting the Recreation Area.

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

a. the right of the Association to charge users (including guests) reasonable admission and other fees for the use of the Recreation Area; and

b. the right of the Association to adopt rules and regulations governing the use of the Recreation Area.

4.1.5. Declarant's Easement for Development of Additional Real Estate.

4.1.5.1 Declarant reserves an easement on, over and under those portions of the Common Elements not located in a Building which contains Units, for all purposes relating to the construction, development, leasing, and sale of improvements on the Additional Real Estate. This easement shall include without limitation, the right of vehicular and pedestrian ingress and egress, the right to park motor vehicles and to engage in construction and marketing activities of any nature whatsoever, including the movement and storage of building materials and equipment, the conduct of sales, leasing and management activities, the maintenance of models and offices and the erection and maintenance of directional and promotional signs.

4.1.5.2 Declarant's right to maintain models and offices on the Common Elements under this Section 4.1.5 is subject to the limitation that Declarant may not

maintain on the Common Elements more than two (2) models or offices pertaining to Declarant's activities on the Additional Real Estate. Any such model or office may not be larger than the largest Unit. Such models or offices maintained by Declarant pursuant to this Section 4.1.5 may be located on any portion of the Common Elements not located in a Building which contains Units, and may be relocated and removed by Declarant at Declarant's sole discretion.

4.1.5.3 Declarant, upon the annexation of all of the Additional Real Estate to the Condominium, shall continue to have the easements and rights for construction and marketing activities with respect to the Condominium as are otherwise provided in the Act and this Declaration.

4.1.6. Easement for Support. To the extent necessary, each Unit shall have an easement for structural support over the Common Elements and over every other Unit in a Building, and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit in a Building.

4.1.7. Encroachment Easement. If a Unit or Units shall encroach upon any Common Element or upon any other Unit by reason of original construction or a cause other than the purposeful or negligent act or omission of the Unit Owner, then an easement appurtenant to such encroaching Unit, to the extent of such encroachment, shall exist for so long as such encroachment shall exist. If any Common Element shall encroach upon any Unit by reason of original construction or a cause other than the purposeful or negligent act or omission of the Executive Board, then an easement appurtenant to such Common Elements, to the extent of such encroachment, shall exist for so long as such encroachment shall exist. In the event the building is partially or totally destroyed, and then rebuilt, encroachment upon the Common Elements and/or Units, as and to the extent described above, shall be permitted, and a valid easement for said encroachments and the maintenance thereof shall exist for so long as such encroachment continues to exist.

4.1.8. Easements for Pedestrian and Vehicular Traffic. The Common Elements shall be, and are hereby made subject to, an easement in favor of the Unit Owners and their invitees, tenants and servants, the Executive Board and the agents and employees of the Executive Board (i) for pedestrian traffic on, over, through and across sidewalks as the same may from time to time exist, and (ii) for pedestrian and vehicular traffic on, over, through and across such portions of the Common Elements as may be from time to time paved and intended for such purposes.

4.1.9. Easements for Maintenance and Repair. The Common Elements shall be and are hereby made subject to the following easements (in addition to any other easements set forth herein) in favor of any Unit or Units for which such easements are necessary: (a) for the installation, repair, maintenance, use, removal and/or replacement of any recess cabinet in the bathroom of Units. In the event that a part of any such cabinet is located in a portion of the wall adjacent to such Unit which is part of the Common Elements; and (b) for the installation, repair, maintenance, use, removal and/or replacement of lighting, fixtures, electrical receptacles

and the like which are located in a portion of the ceiling or wall adjacent to a Unit is part of the Common Elements; provided that, the installation, repair, maintenance, use, removal or replacement of such fixtures receptacles and the like will not interfere with any part of the Common Elements or impair or structurally weaken a building; and (c) for driving and removing nails, screws and bolts from the Unit-side surface of the walls of the Unit into a portion of such wall which is part of the Common Elements; providing, that such action will not unreasonably interfere with the use of any part of the Common Elements or impair or structurally weaken a building; and (d) for the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, electrical wiring and cable television lines and all of the utility lines and conduits which are part of the Unit and which pass across or through a portion of the Common Elements; and (e) in favor of the Executive Board for inspection of the Units for the purpose of verifying performance by Unit Owners of all items of maintenance and repair for which they are responsible, for inspection and maintenance of the Common Elements situated in and or accessible from such Unit, for correction of emergency conditions in each Unit or casualties to such Common Elements and/or Units and for any of the purposes set forth herein or in any other Condominium Document. The Executive Board shall take reasonable steps to minimize the interference with the Unit Owners use of his or her Unit resulting from the Association's exercise of rights granted to it pursuant to this Section or any other provision of this Declaration or any other Condominium Unit; and (f) in favor of the Common Elements benefitted, for the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, electrical wiring and cable television lines and all other utility lines and conduits which are part of the Common Elements and which pass across or through a portion of a Unit or Units.

4.1.10. Miscellaneous.

4.1.10.1. All easements and rights described and mentioned in this Declaration are easements appurtenant, running with the Property, Units, Limited Common Elements and Common Elements, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding upon Declarant, its successors and assigns, the Executive Board, and Unit Owner, purchaser, mortgagee and any other person having an interest in said Property, Units, Common Elements or any portion thereof.

4.1.10.2. The Units, the Limited Common Elements and the Common Elements shall be, and are hereby made subject to easements in favor of Declarant or its designee to come upon the Property for the purpose of tying into and using any and all present easements and utilities on the Property to favor the Additional Real Estate and other property owned by the Declarant or its designee and including herein the right specifically, but without limiting the generality of the above, of the Declarant or its designee, to use and tie into the gas, sewer, electric, cable television, water and storm sewer lines presently or soon to be on the Property hereby described.

4.1.10.3 In the event of any inconsistency between the easements and rights described herein and those in the Declaration and Establishment of Easements, Conditions, Reservations and Restrictions recorded simultaneous herewith and incorporated herein by

reference, the easements, conditions, reservations and restrictions created in this Declaration shall prevail.

ARTICLE 5.
DECLARANT AND UNIT OWNER COVENANTS

Section 5.1. Declarant, its successors and assigns, by this Declaration, and all future owners of the "Units," by their acceptance of their deeds, covenant and agree as follows:

5.1.1. That the Common Areas and facilities shall remain undivided, and no owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the owners with respect to the operation and management of the Condominium.

5.1.2. That each Unit shall be occupied and used by its Unit Owner only as a private dwelling for the Unit Owner, his or her family, tenants and social guests and for no other purpose.

5.1.3. The owner of each Unit agrees that if any portion of the Common Areas and facilities encroaches upon a Unit of others, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event the multifamily structure is partially or totally destroyed, and then rebuilt, the owners of each Unit agree that minor encroachment of parts of the Common Areas and facilities due to construction shall be permitted and that valid easement for said encroachment and the maintenance thereof shall exist.

5.1.4. That an owner of a Unit shall automatically, upon becoming the owner be a member of the Association, and shall remain a member of said Association until such time as his or her ownership ceases for any reason, at which time his or her membership in said Association shall automatically cease.

5.1.5. That the owners of Units covenant and agree that the administration of the Condominium shall be in accordance with the provisions of this Declaration and the Bylaws and any rules and regulations adopted by the Association which are made a part hereof.

5.1.6. That each owner, tenant or occupant of a Unit shall comply with the provisions of this Declaration, the Bylaws and decisions and resolutions of the Association or its designee, as lawfully amended from time to time, and failure to comply with any such provisions, decisions, or resolutions, shall be grounds for an action to recover sums due, for damages, or for injunctive relief.

5.1.7. That this Declaration shall not be revoked or any of the provisions herein amended unless all of the owners and, if required, the mortgagees of all of the mortgages covering the Units, agree to such revocation or amendment by duly recorded instruments pursuant to the terms hereof.

5.1.8. That no owner of a Unit may exempt himself or herself from liability for his or her contribution towards the General Common Expenses by waiver of the use or enjoyment of any of the Common Areas and facilities and/or by the abandonment of his or her Unit.

ARTICLE 6. AMENDMENT OF DECLARATION

Section 6.1. Amendment Generally. This Declaration may be amended only in accordance with the procedures specified in Section 3219 of the Act, the other Sections of the Act permitting amendment and the express provisions of this Declaration.

Section 6.2. Rights of Secured Lenders. Subject to the limitations imposed by Section 3221 of the Act and except as set forth below, no amendment of this Declaration may be made without the prior written approval of all record holders of first mortgages on Units if and to the extent that such approval is required by the Act or if and to the extent that such amendment would have the effect of (i) terminating or abandoning the Condominium (except for termination or abandonment as a result of a taking of all the Units by eminent domain); (ii) abandoning, encumbering, selling or transferring the Common Elements; (iii) partitioning or subdividing any Unit or the Common Elements; or (iv) changing the Percentage Interests of any Unit Owners. Such approval shall not be required with respect to any Amendment pursuant to Articles 7, 8 or 12 below. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed to be a transfer within the meaning of this Section.

ARTICLE 7. OPTION TO ADD REAL ESTATE

Section 7.1. Declarant hereby explicitly reserves an option, until the seventh (7th) anniversary of the recording of this Declaration, to add Additional Real Estate to the Condominium from time to time in compliance with the Act, without the consent of any Unit Owner or holder of a mortgage on any Unit. This option to add may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant. Declarant expressly reserves the right to add any or all portions of the Additional Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be added or converted, except as set forth in the Act; provided, however, that the Additional Real Estate shall not exceed the area described as such on Exhibit "B" attached or to be attached hereto. There are no other limitations on this option to add the Additional Real Estate to the Condominium.

ARTICLE 8.
OPTION TO WITHDRAW REAL ESTATE

Section 8.1. Declarant hereby explicitly reserves an option, until the seventh (7th) anniversary of the recording of this Declaration, to withdraw Withdrawable Real Estate, if any, from the Condominium from time to time in compliance with Section 3212 of the Act, without the consent of any Unit Owner or holder of a mortgage on any Unit. This option to withdraw may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant. Declarant expressly reserves the right to withdraw any or all portions of the Withdrawable Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be withdrawn, added or converted, except as set forth in Section 3212 of the Act.

ARTICLE 9.
USE RESTRICTIONS

Section 9.1. Use and Occupancy of Units and Common Elements. The occupancy and use of the Units and Common Elements shall be subject to the covenants, restrictions, rules and regulations of the Association, the Bylaws and the Declaration and Establishment of Easements, Conditions, Reservations and Use Restrictions, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property, which may be amended from time to time by the Executive Board, subject to the right of the Association to change such rules and regulations. Copies of the then current rules and regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such rules and regulations or any amendments thereto. Initial Rules and Regulations shall include the following:

9.1.1. No part of the Property shall be used for other than housing for residential purposes for which the Property was designated except as otherwise provided.

9.1.2. No Unit Owner shall permit his or her Unit to be used or occupied for any prohibited purposes.

9.1.3. Except as reserved by the Declarant, its successors and assigns, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the Property which would require employee or customer parking or any amenities which a business open to the public would typically require.

9.1.4. Except as to the Declarant, no signs, advertising or other displays shall be maintained or permitted on any part of the Property. The right is reserved by the Declarant or its agent or agents to place "For Sale" or "For Rent" signs on any unsold or

unoccupied Units, and on any part of the Common Elements. A Unit Owner attempting to sell his or her Unit may place a "For Sale" sign outside his or her Unit.

9.1.5. There shall be no obstruction of the Common Elements nor shall anything or any structure be stored in or on the Common Elements without the prior consent of the Executive Board, except as herein expressly provided.

9.1.6. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Property or contents thereof, applicable for residential use, without the prior written consent of the Executive Board.

9.1.7. No Unit Owner shall permit anything to be done or kept in the Unit, or in the Common Elements which will violate any law, statute, ordinance or regulations of any governmental body or which will result in the cancellation of any insurance maintained by the Unit Owner or the Executive Board. No waste shall be committed in the Common Elements.

9.1.8. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the building or on the property and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof on any part thereof, without the prior written consent of the Executive Board.

9.1.9. No animals, livestock, fowl and poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements except household pets, subject to the rules and regulations adopted by the Executive Board. In any event each Unit Owner shall be limited to one pet; provided that any authorized pet causing an unreasonable disturbance shall be removed from the Property upon three (3) days written notice from the Executive Board.

9.1.10. No obnoxious or offensive activity 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.

9.1.11. No clothes, sheets, blankets, laundry or other articles of any kind shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

9.1.12. No Unit Owner shall overload the electric wiring in the Buildings, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Executive Board, an unreasonable disturbance to others.

9.1.13. No Unit Owner shall place or store anything on the patio or any Common Element appurtenant to his or her Unit, other than plantings or patio furniture, nor

shall any patio be decorated, painted or otherwise altered without the written consent of the Executive Board.

9.1.14. Reasonable rules and regulations, not in conflict with the provisions of this Declaration and ByLaws, concerning the use and enjoyment of the Property, may be promulgated from time to time by the Executive Board, subject to the right of the Association to change such rules and regulations. Copies of the then current rules and regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such rules and regulations or any amendments thereto.

Section 9.2. Covenants Running With the Land. The covenants, conditions, restrictions, easements, reservations, liens and charges created hereunder or hereby shall run with and bind upon and inure to the benefit of all parties having any right, title or interest in or to all or any part of the Property, and the Association, and their respective heirs, executors, administrators, successors and assigns.

Section 9.3. Actions. In addition to any other remedies provided in this Declaration, Declarant, (and/or the Association, and/or each Unit Owner) shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the Association's rules and regulations. Failure by Declarant, the Association or by any Unit Owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge. Further, the Association and each Unit Owner shall have rights of action against each other for failure to comply with the provisions of the Condominium organizational documents, rules and regulations, and applicable law, and with respect to decisions made pursuant to authority granted thereunder, and the Association shall have the right to assess reasonable charges against the Unit Owner who fails to comply with the same, including the right to assess charges for the costs of enforcement and arbitration. Notwithstanding the foregoing, in the event of any dispute between the Association and any Unit Owner or occupant, other than with regard to assessments, that cannot be settled by an agreement between them, the matter shall first be submitted to arbitration in accordance with and pursuant to the rules of the American Arbitration Association.

Section 9.4. Severability. Invalidation of any one or more of these covenants, conditions, restrictions or easements by judgment or court order shall in no way affect any other provisions, which provisions shall remain in full force and effect. In the event any language of this Declaration conflicts with mandatory provisions of the Act, the Act's requirements shall prevail and the conflicting language shall be deemed to be invalid and void, provided that such invalidity shall in no way affect any other provisions of this Declaration, which provisions shall remain in full force and effect.

ARTICLE 10.
ALIENATION AND CONVEYANCE OF UNITS

Section 10.1. Units as Real Property. Units may be sold, conveyed, mortgaged, or otherwise dealt with in the same manner as like dealings are conducted with respect to other real Property and interests therein. Every written instrument dealing with a Unit shall specifically set forth the name, THE ESTATES OF FOREST GROVE, a Condominium and the Unit identification number of such Unit. Any lease between a Unit Owner and a lessee shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the Condominium Documents, and that any failure by the lessee to comply with the terms of any such documents shall be a default under the lease. Declarant intends that the Property shall be owned by the individuals who reside there. Any lease between a Unit Owner and a lessee shall be for a minimum period of one year and shall receive the prior written approval of the Executive Board before it becomes effective.

Section 10.2. Notification of Sale of Unit; Prohibition Against Certain Restrictions.

10.2.1. Concurrently with the consummation of the sale of any Unit under circumstances whereby the transferee becomes a Unit Owner or within five (5) business days thereafter, the transferee shall notify the Executive Board in writing of such sale. Such notification shall set forth (i) the name of the transferee and his or her transferor, (ii) the street address of the Unit purchased by the transferor, (iii) the transferee's mailing address, and (iv) the date of sale. Prior to receipt of such notification, any and all communications required or permitted to be given by the Association, the Executive Board, or any subcommittee shall be deemed to be duly made and given to the transferee if duly and timely made and give to said transferee's transferor.

10.2.2. The right of any Unit Owner to sell, transfer or otherwise convey a Unit may not be made subject to any right of first refusal or similar restriction in favor of the Association or Executive Board.

Section 10.3. Resale of Unit by Unit Owner. In the event of a resale of a Unit by a Unit Owner other than a Declarant the Unit Owner shall furnish to a purchaser before execution of any contract for sale of a Unit, or otherwise before conveyance, a copy of the Declaration (other than the Plats and Plans), the ByLaws, the Rules and Regulations of the Association and a certificate containing:

10.3.1. A statement disclosing the effect on the proposed disposition of any right of first refusal or other restraint on the free alienability of the Unit.

10.3.2. A statement setting forth the amount of the monthly Common Expense assessment and any unpaid Common Expense or special assessment currently due and payable from the selling Unit Owner.

10.3.3. A statement of any other fees payable by Unit Owners.

10.3.4. A statement of any capital expenditures proposed by the Association for the current two (2) next succeeding fiscal years.

10.3.5. A statement of the amount of any reserves for capital expenditures and of any portions of those reserves designated by the Association for any specified project.

10.3.6. The most recent regularly prepared balance sheet and income and expense statement, if any, of the Association.

10.3.7. The current operating budget of the Association.

10.3.8. A statement of any judgments against the Association and the status of any pending suits to which the Association is a party.

10.3.9. A statement describing any insurance coverage provided for the benefit of Unit Owners.

10.3.10. A statement as to whether the Executive Board has knowledge that any alterations or improvements to the Unit violate any provision of the Declaration.

10.3.11. A statement as to whether the Executive Board has knowledge of any violation of the health or building codes with respect to the Unit or any other portion of the Condominium.

10.3.12. A statement of the remaining term of any leasehold estate affecting the Condominium and the provisions governing any extension or renewal hereof.

10.3.12.1. Information Supplied by the Association. The Association, within ten (10) days after a request by a Unit Owner, shall furnish a certificate containing the information necessary to enable the Unit Owner to comply with this section. A Unit Owner providing a certificate pursuant to section 10.3 is not liable to the purchaser for any erroneous information provided by the Association and included in the certificate.

10.3.12.2. Liability for Error or Inaction by Association. A Unit Owner is not liable to a purchaser for the failure or delay of the Association to provide the certificate in a timely manner, but the purchaser contract is voidable by the purchaser until the certificate has been provided and for five (5) days thereafter, or until conveyance, whichever occurs first.

ARTICLE 11.
MORTGAGES

Section 11.1. Permitted Mortgages. A Unit Owner other than the Declarant or the Executive Board may not voluntarily encumber or subject his or her Unit to any lien, other than the lien of a Permitted Mortgage. Whether or not they expressly so state, all such Permitted Mortgages and the obligations secured thereby shall be deemed to provide, generally, that the Permitted Mortgage, and the rights and obligations of the parties thereto, shall be subject to the terms and conditions of the Act and this Declaration and shall be deemed to provide specifically, but without limitation, that the Permitted Mortgagee shall have no right (a) to participate in the adjustment of losses with insurers or in the decision as to whether or not or how to repair or restore damage to or destruction of the Property, or (b) to accelerate the mortgage debt or to have any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere on the Property other than within the affected Unit, and the obligation secured shall be pre-payable, without penalty, upon the happening of any termination of the Condominium or determination not to restore or replace the affected Unit. The Secretary of the Executive Board shall instruct the insurer of the Property to add the name of the Permitted Mortgagee to the mortgagee loss payable provision of the hazard insurance policy covering the Property and to provide such Permitted Mortgagee with a Certificate of Insurance showing that the Permitted Mortgagee's name has been so added. The Secretary shall maintain a register of such Permitted Mortgages, showing the names and addresses of the Permitted Mortgagees and the amount secured thereby.

ARTICLE 12.
RIGHTS OF PERMITTED MORTGAGEES

Section 12.1. Reports and Notices. Upon the specific written request of a holder of a mortgage on a Unit or its servicer to the Executive Board, the mortgagee shall be entitled to receive some or all of the following as designated in the request:

12.1.1. Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Executive Board to the Owner of the Unit covered by the mortgage;

12.1.2. Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Unit Owners;

12.1.3. Copies of notices of meetings of the Unit Owners and the right to designate a representative to attend such meetings;

12.1.4. Notice of the decision of the Unit Owners to make any material amendment to this Declaration;

12.1.5. Notice of substantial damage to or destruction of any Unit (the repair of which would cost in excess of \$5,000.00) or any part of the Common Elements (the repair of which would cost in excess of \$10,000.00);

12.1.6. Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property;

12.1.7. Notice of any default by the owner of the Unit which is subject to the mortgage, where such default is not cured by the Unit Owner within thirty (30) days after the giving of notice by the Association to the Unit Owner of the existence of the default;

12.1.8. The right to examine the books and records of the Executive Board at any reasonable time; or

12.1.9. Notice of any decision by the Executive Board to terminate professional management and assume self-management of the Property.

The request of a mortgagee or its servicer shall specify which of the above items it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Executive Board. The Executive Board need not inquire into the validity of any request made by a mortgagee hereunder.

Failure to comply with the requirements set forth above shall in no way invalidate otherwise proper actions of the Association and the Executive Board.

ARTICLE 13. LEASING

Section 13.1. A Unit Owner may lease or sublease his or her Unit (but not less than his or her entire Unit) at any time and from time to time provided that (except for a lease or sublease made by (i) a Declarant or (ii) a Permitted Mortgagee which is either in possession or is a purchaser at judicial sale: (1) no Unit may be leased or subleased for transient or hotel purposes or for an initial term of less than ninety (90) days; (2) no Unit may be leased or subleased without a written lease or sublease; (3) a copy of such lease or sublease shall be furnished to the Executive Board within ten (10) days after execution thereof; and (4) the rights of any lessee or sublessee of the Unit shall be subject to, and each such lessee or sublessee shall be bound by, the covenants, conditions and restrictions set forth in the Declaration, Bylaws and any rules and regulations adopted by the Association and a default thereunder shall constitute a default under the lease or sublease; provided, however, that the foregoing shall not impose any direct liability on any lessee or sublessee of a Unit to pay any Common Expense assessments on behalf of the Owner of that Unit.

ARTICLE 14.
BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

Section 14.1. Monthly Payments. All Common Expense assessments made in order to meet the requirements of the Association's annual budget shall be deemed to be adopted and assessed on a monthly basis (rather than on an annual basis payable in monthly installments) and shall be due and payable in advance on the first day of each month. Special assessments shall be due and payable in one or more monthly payments, in advance, on the first day of each month, as determined by the Executive Board.

Section 14.2. Subordination of Certain Charges. Any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to § 3302(a)(10), (11) and (12) of the Act, shall be subordinate to the lien of a Permitted Mortgage on a Unit.

Section 14.3. Surplus. The budget of the Association shall segregate Limited Expenses from General Common Expenses. Any amounts accumulated from assessments for General Common Expenses and income from the operation of the Common Elements to which such General Common Expenses pertain in excess of the amount required for actual General Common Expenses and reserves for future General Common Expenses shall be credited to each Unit Owner in accordance with Percentage Interests, said credits to be applied to the next monthly assessments of General Common Expenses due from said Unit Owners under the current fiscal year's budget, and thereafter, until exhausted.

ARTICLE 15.
DECLARANT'S RIGHTS

Section 15.1. Flexible Condominium. The Estates of Forest Grove Condominium is located in Township of Kennedy, Allegheny County, Pennsylvania. If contemplated completion is accomplished, The Estates of Forest Grove Condominium will have constructed sixty (60) Units, each of which will be either a two (2) or three (3) bedroom residence. Declarant hereby reserves the right (hereinafter sometimes referred to as "Option") to create Units, Limited Common Elements, or both, within any or all or any part or portion or portions of Additional Real Estate.

Section 15.2. Duration of Option to Add: The Options reserved by the Declarant to add portions of the Additional Real Estate to the Condominium Property pursuant to the terms of the preceding paragraph shall lapse seven (7) years from the date of recordation hereof. Under no circumstances shall the Declarant's Options reserved hereunder terminate prior to the expiration of said seven (7) year period.

Section 15.3. Limitations on Option to Add: Except as provided herein or as may be created by or imposed pursuant to law, there are no limitations on the Declarant's Options to add the Additional Real Estate.

Section 15.4. Effect of Addition of Real Estate on Common Element Interest and Common Expense Liability: The conversion by the Declarant of any or all portions of Additional Real Estate into additional Units will decrease the percentage of the relative Common Element interest, relative voting strength in the Association, and relative common expense liability of each Unit in accordance with the following formula: $1.00 \times 100\% \text{ over } A = B\%$.

"A" equals total number of Units in the Condominium, including the new Units. "B%" equals the new percentage Common Element interest, relative voting strength in the Association and common expense liability of each Unit.

Section 15.5. Time and Sequence of Addition of Additional Real Estate:

15.5.1. Any portion of the Additional Real Estate may be added at any time during the seven (7) year Option.

15.5.2. If any portion of Additional Real Estate is added, none of the remaining portions of Additional Real Estate must be added.

15.5.3. The Declarant makes no assurances with respect to the sequence or order of addition of the Additional Real Estate.

The maximum number of Units is sixty (60).

The Declarant makes no assurances with respect to the creation of additional Units within Additional Real Estate, the sequence of the creation of such Units, or the architectural style, or principal materials which may be employed in the construction of such Units.

ARTICLE 16.
UNIT OWNERS' ASSOCIATION

Section 16.1. Establishment of Association. The Association has been formed to be and to serve as the Unit Owners' Association of the Condominium. At the recording of this Declaration, the Declarant is the sole member of the Association.

Section 16.2. Membership. Membership in the Unit Owners' Association shall be limited to the Unit Owners, and every person or entity who is or becomes a record owner of a fee or undivided fee simple interest in a Unit is a Unit Owner and shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit, and transfer of a Unit shall automatically transfer membership to the transferee.

Section 16.3. Voting Rights. Each Unit Owner shall be entitled to one vote for each Unit owned in fee simple, and, except as provided in the Bylaws, a proportionate part of a vote for ownership of an undivided fee simple interest in a Unit, provided, that unless timely

challenged by an owner of a fee simple interest in a Unit, any owner of a fee simple interest in that Unit may cast the entire vote with respect to that Unit.

Section 16.4. Executive Board. The Executive Board shall consist of five (5) members, who initially shall be those persons named as the initial members or such other person or persons as may be from time to time be substituted by Declarant.

Section 16.5. Authority. The Executive Board shall have all authority to manage, maintain, repair, replace, alter and improve the Common Areas and assess and collect funds for the payment thereof, and to all things, and exercise all rights provided by the Condominium organizational documents, or the Condominium Act, that are not specifically reserved to Unit owners.

Section 16.6. Control. Consistent with the requirements contained in the Pennsylvania Uniform Condominium Act, specifically 68 Pa.C.S.A. §3303:

16.6.1. Until the 60th day after conveyance of twenty-five (25%) percent of the Units to Unit Owners other than Declarant, Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board. Declarant may not unilaterally remove any members of the Executive Board elected by Unit Owners other than Declarant.

16.6.2. Within sixty (60) days after conveyance of twenty-five (25%) percent of the Units to Unit Owners other than the Declarant, not less than two (2) of the five (5) members of the Executive Board shall be elected by the Unit Owners other than the Declarant.

16.6.3. Not later than the earlier of (i) seven (7) years after the date of the recording of this Declaration, or (ii) 180 days after seventy-five (75%) percent of the Units which may be constructed on the Property have been conveyed to Unit Owners other than Declarant, all of the then members of the Executive Board shall resign, and the Unit Owners (including Declarant to the extent of Units owned by Declarant) shall elect a new five (5) member Executive Board.

16.6.4. In determining whether the period of Declarant control has terminated hereunder, or whether Unit Owners other than Declarant are entitled to elect members of the Executive Board, the percentage of the Units conveyed is presumed to be that percentage which would have been conveyed if all the Units the Declarant has built and contemplated, i.e. reserved the right to build in this Declaration, were included in the Condominium.

Section 16.7. Delegation of Authority; Professional Management. The Executive Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced

by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense, provided, however, that any agreement for professional management shall be terminable by the Association for cause on thirty (30) days' written notice; shall be terminable by either party, without penalty, on ninety (90) days' written notice; shall not exceed one (1) year unless renewed by agreement of the parties for successive one-year periods; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing. Subject to the foregoing, nothing contained herein shall preclude Declarant, or any other entity designated by Declarant, from being employed as managing agent.

ARTICLE 17. MAINTENANCE AND REPAIR

Section 17.1. Association Responsibility. The Association, to the extent funds are available for the same, shall maintain and repair the Common Areas, including the Limited Common Areas, and including but not limited to utility facilities serving more than one Unit, utility lines in the Common Areas, lawns, shrubs, trees, walkways, drives, parking areas, fireplace stacks, liners and chimneys, and the structural portions and exterior portions of all buildings which are a part of the Common Areas and that do not constitute part of a Unit, provided, however, that the Association shall not be required to repair or maintain the patio areas or improvements within them.

Section 17.2. Individual Responsibility. Each Unit Owner shall repair and maintain the Unit or Units, and all components thereof, owned by that Unit Owner, perform cleaning, housekeeping, and routine maintenance with respect to the Limited Common Areas appurtenant to that owner's Unit, and repair and maintain that owner's Unit's patio or deck and all improvements within it. Without limiting the generality of the foregoing, this repair and maintenance and replacement of all windows, screens and doors, including the frames, sashes and jambs, and the hardware therefor. In the event a Unit Owner shall fail to make such repair or perform such maintenance, or in the event the need for maintenance or repair of any part of the Common Areas or Limited Common Areas is caused by the negligent or intentional act of a Unit Owner or occupant, or is as a result of the failure of any Unit Owner or his, her or its predecessors in title to timely pursue to conclusion a claim under any warranty, express, implied, or imposed by law, the Association may perform the same, and if the cost of such repair or maintenance is not covered by insurance, the cost thereof shall constitute a special individual Unit assessment on the Unit owned by such Unit Owner. The determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Board.

ARTICLE 18. LIMITATION OF LIABILITY

Section 18.1. Limited Liability of the Executive Board. The Executive Board, and its members in their capacity as members, officers and employees:

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

b. Shall not be liable to the Unit Owners as a result of the performance of the Executive Board members' duties for any mistake of judgment, negligence or otherwise, except for the Executive Board members' own willful misconduct or gross negligence;

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

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

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

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

ARTICLE 19.

INDEMNIFICATION AND DEFENSE OF CLAIMS

Section 19.1. Indemnification. Each member of the Executive Board, in his or her capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him or her in connection with any proceeding in which he or she may become involved by reason of being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he or she is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged guilty of willful misconduct or gross

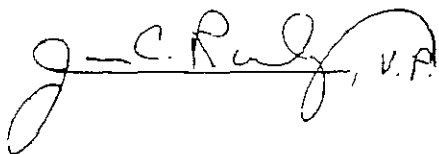
negligence in the performance of duties; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe the conduct was unlawful. The indemnification by the Unit Owners set forth in this Section 18.1. shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or insurance or by vote of the Unit Owners or otherwise.

Section 19.2. Defense of Claims. Complaints brought against the Association, the Executive Board or the officers, employees or agents thereof in their respective capacities as such, or the Condominium as a whole, shall be directed to the Executive Board of the Association, which shall promptly give written notice thereof to the Unit Owners and the holders of any mortgages on Units and such complaints shall be defended by the Association. The Unit Owners and the holders of mortgages on Units shall have no right to participate in such defense other than through the Association.

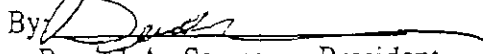
Section 19.3. The Executive Board shall obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners as set forth in Section 19.1. above, if and to the extent available.

IN WITNESS WHEREOF, the said THE ESTATES OF FOREST GROVE, L.P., a Pennsylvania limited partnership, has caused its name to be signed to these presents on this 3rd day of June, 1997.

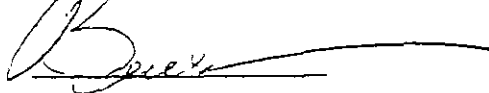
ATTEST:

 James C. Rumbaugh, V.P.

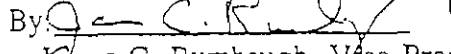
THE ESTATES OF FOREST GROVE, L.P.

By: 
Bernard A. Sampson, President
Forest Grove Condominiums, Inc.,
General Partner

ATTEST:



THE ESTATES OF FOREST GROVE, L.P.

By: 
James C. Rumbaugh, Vice President
Forest Grove Condominiums Inc.,
General Partner

COMMONWEALTH OF PENNSYLVANIA)
) ss.
COUNTY OF ALLEGHENY)

BEFORE ME, the undersigned Notary Public, in and for said County and Commonwealth, personally appeared Benard A. Sampson, who, being duly sworn according to law, deposes and says that he is the President of Forest Grove Condominiums, Inc., a Pennsylvania Corporation, which serves as the General Partner of The Estates of Forest Grove, L.P., a Pennsylvania Limited Partnership, and that, being authorized to do so, he executed the foregoing Declaration of The Estates of Forest Grove Condominium for the purposes contained therein.

Alexandria Spokart
Notary Public

Notarial Seal
Alexandria Spokart, Notary Public
Pittsburgh, Allegheny County
My Commission Expires May 21, 2001
Member, Pennsylvania Association of Notaries

My Commission Expires:

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

Michael A. Della Vecchia
MICHAEL A. DELLA VECCHIA
RECORDER OF DEEDS

