

**DECLARATION OF CONDOMINIUM  
OF  
THE LANDINGS AT TREESDALE CONDOMINIUM**

Pursuant to the provisions of the  
Pennsylvania Uniform Condominium Act,  
68 Pa. C.S. §3101 *et. seq.*, as amended

**AFFIDAVIT**

I hereby certify the attached photocopy of the Declaration of Condominium of the Landings Condominium Association to be a true, correct and complete copy of the actual recorded declaration and all amendments thereto.

Signed this 12<sup>th</sup> day of December, 2003.

DECLARANT  
First City Partners, L.P.  
By Frank J. Zappala III  
Frank J. Zappala, III, President  
First City Treedale, Inc.  
its sole general partner

**ACKNOWLEDGEMENT**

COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF ALLEGHENY ) SS:

On this the 12<sup>th</sup> day of December, 2003 before me, a Notary Public, the undersigned officer, personally appeared Frank J. Zappala, III known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Affidavit and acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I hereto set my hand and official seal.

Sara L. Garbe.  
Notary Public

Notarial Seal  
Sara L. Garbe, Notary Public  
City Of Pittsburgh, Allegheny County  
My Commission Expires Mar. 12, 2007  
Member, Pennsylvania Association Of Notaries

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EXHIBITS

Exhibit A: Legal Description of Condominium

Exhibit B: List of Title Encumbrances

Exhibit C: Percentage Interests

Exhibit D: Plats and Plans

**DECLARATION  
THE LANDINGS AT TREESDALE CONDOMINIUM**

**ARTICLE I**

**SUBMISSION; DEFINED TERMS**

Section 1.1 Declarant; Property; County; Name. First City Treesdale Partners, L.P., a Pennsylvania limited partnership ("Declarant"), owner in fee simple of certain Real Estate located in Pine Township, Allegheny County, Pennsylvania, more particularly described in Exhibit "A" attached hereto, hereby submits such Real Estate, including all easements, rights and appurtenances thereunto belonging and the Buildings and improvements erected or to be erected thereon, to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. Section 3101 et seq. (the "Act"), and hereby creates with respect to such Real Estate a flexible condominium, to be known as "The Landings at Treesdale Condominium" (the "Condominium").

Section 1.2 Easements and Licenses. In addition to the easements and other rights created by this Declaration, included among the easements, rights and appurtenances referred to in Section 1.1 above are the following recorded easements and licenses and encumbrances listed on Exhibit "B" to the Declaration, which, as part of, or as a burden against, the Real Estate referred to in Section 1.1, are hereby submitted to the Act:

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) "Association" means the Unit Owners' Association of the Condominium and shall be known as the "The Landings at Treesdale Condominium Association".

(b) "Building(s)" means any building(s) included in the Property including any buildings referenced on the Plat and Plans as "Need Not Be Built" and which hereafter may be constructed.

(c) "Condominium" means the Condominium described in Section 1.1 above.

(d) "Declarant" means Declarant described in Section 1.1 above and all successors to any Special Declarant Rights.

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

(f) "Delivered Mortgage" means any Mortgage which is a first-lien Mortgage upon a Unit, written notice of which (other than in the case of a Mortgage granted by Declarant prior to the expiration of Declarant's right to appoint officers and members of the Executive Board as provided in Section 10.1) shall have been received by the Secretary of the Association, together with a copy of such Mortgage. Such notice shall identify the Unit upon which such Mortgage constitutes a lien and the holder of such Mortgage and shall contain an address to which any notices to the holder of such Mortgage under this Declaration shall be sent. Such notice and delivery shall be made solely by certified U.S. Mail, return receipt requested, or by recognized commercial courier with receipted delivery, unless the Secretary of the Association shall otherwise acknowledge receipt of such notice and copy of such Mortgage. The holder of any Delivered Mortgage (other than a Mortgage on a Unit granted by Declarant prior to the expiration of Declarant's right to appoint officers and members of the Executive Board as provided in Section 10.1) shall deliver to the Secretary of the Association a written notice of any amendment or assignment of such Delivered Mortgage (together with a copy of any such amendment or assignment) or of any change in the address or identity of the holder of such Delivered Mortgage, such delivery to be made in the manner hereinabove provided in this Section. However, the failure of any holder of a Delivered Mortgage to deliver to the Secretary of the Association any such notice or accompanying documents shall not alter the status of such Mortgage as a Delivered Mortgage, provided that (i) if by the terms of other Sections of this Declaration, the consent or approval of the holder of such Delivered Mortgage would be required in connection with any matter, such consent or approval shall not be required under this Declaration if the terms of the Delivered Mortgage requiring such consent shall be contained in the amendment thereto not so delivered to the Secretary of the Association, and (ii) any notice to be delivered to the holder of such Delivered Mortgage shall be deemed given if given to the holder last identified in a notice delivered to the Secretary of the Association pursuant to this Section at the last address for such holder contained in such a notice.

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

(h) "Limited Common Elements" means the Common Elements described as such in the Act, as well as any other Limited Common Elements so designated pursuant to Section 3.1 hereof.

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

(j) "Mortgage" means any mortgage against one or more of the Units, duly recorded in the applicable real estate records.

(k) "Plats and Plans" means the Plats and Plans attached hereto as Exhibit "D" and made a part hereof, as the same may be amended from time to time.

(l) "Property" means the Real Estate described in Section 1.1 above.

(m) "Unit" means a Unit as described herein and in the Plats and Plans (but excluding any Units converted to Common Elements pursuant to Section 2.4 hereof).

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 Common Expenses.

(b) "Percentage Interest" means the undivided ownership interest in the Common Elements appurtenant to each Unit as set forth in Exhibit "C" attached, subject to adjustment as provided in Section 2.1, as the same may be amended from time to time.

## ARTICLE II

### **ALLOCATION OF PERCENTAGE INTERESTS, VOTES AND COMMON EXPENSE LIABILITIES; UNIT IDENTIFICATION AND BOUNDARIES; MAINTENANCE RESPONSIBILITIES**

Section 2.1 Percentage Interests. Attached as Exhibit "C" hereto is a list of all Units now constructed or which may be hereinafter constructed, by their Identifying Numbers and the Percentage Interest appurtenant to each Unit, determined by dividing the number one (1) by the aggregate number of all Units. The Percentage Interest shall determine the share of the Common Elements and Common Expense Liability appurtenant to each Unit. The Percentage Interests of all of the Units are subject to adjustment in the event that any Units are converted to Common Elements pursuant to Section 2.4. The Percentage Interests reflected on Exhibit "C" to this Declaration was prepared on the basis that all 38 Units will be constructed in the Condominium and will remain Units. However, since Declarant has reserved the right, under Section 2.4 hereof, to not construct one or more of the Buildings (as reflected on the Plats and Plans as "NEED NOT BE BUILT"), including the Units to be situated therein, and to convert such Units and Buildings into Common Elements, the total number of Units in the Condominium will, in the event Declarant exercises such right, be reduced, thereby proportionately increasing the Percentage Interest of the Remaining Units (including any Units subsequently constructed). In any such event, the Percentage Interest of each of the Units shall be adjusted by dividing the number one (1) by the aggregate number of all Units after any such event. **FURTHER, UNTIL UNITS ARE ACTUALLY**

CONSTRUCTED AND COMPLETED, AS EVIDENCED BY A CERTIFICATE OF COMPLETION BY AN INDEPENDENT REGISTERED SURVEYOR, ARCHITECT OR PROFESSIONAL ENGINEER, THE PERCENTAGE INTEREST OF A UNIT WHICH IS COMPLETED AND FOR WHICH A CERTIFICATE OF COMPLETION HAS BEEN RECORDED , INCLUDING ITS PERCENTAGE OF THE COMMON EXPENSE OBLIGATIONS (AS HEREINAFTER DESCRIBED), WILL BE GREATER THAN AS REFLECTED ON EXHIBIT "C" TO THE DECLARATION; THE PERCENTAGE INTEREST OF EACH COMPLETED UNIT WILL BE DETERMINED FROM TIME TO TIME BY DIVIDING THE NUMBER ONE (1) BY THE TOTAL NUMBER OF SUCH COMPLETED UNITS AT SUCH TIME. Each Unit shall be entitled to one vote at meetings of the Association to be cast in accordance with the provisions of the By-Laws. There shall be no cumulative or class voting.

Section 2.2 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 intersections with the vertical boundaries:

(i) Upper Boundary: The horizontal plane of the upper surface of the plasterboard ceiling of the Unit constructed or to be constructed, including any attic area accessible from the main portion of the Unit;

(ii) Lower Boundary: The horizontal plane of the top surface of the unfinished concrete floor slab of the Unit constructed or to be constructed.

(b) Vertical Boundaries: The vertical boundaries of the Unit constructed or to be constructed shall be the vertical planes, extended to intersections with the upper and lower boundaries of the Unit-side surface of the exterior walls which do not or will not separate the Unit from any other Unit, and of the center line of the party walls which separate the Unit from any other Unit.

(c) 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 herein or on the Plans as being allocated to such Unit.

Section 2.3 Maintenance Responsibilities. Subject to Section 3312 of the Act, the Units shall be maintained and repaired by each Unit Owner. The Common Elements shall be maintained by the Association in accordance with the provisions of §3307 of the Act, except that, subject to Section 3312 of the Act, (a) each Unit Owner shall be responsible for any damage to the Limited Common Elements appurtenant to the Unit Owner's Unit caused by the negligence of the Unit Owner or other occupants of such Unit or their respective licensees or invitees, (b) each Unit Owner shall be responsible to keep the driveway, sidewalk and patio which are Limited Common Elements appurtenant to the Unit Owner's Unit in clean and orderly condition, and (c) each Unit Owner shall be responsible for any damage to the other Common Elements

caused by the negligence of such Unit Owner. The Association shall make assessments against each Unit in accordance with the terms of Section 5.3 of the By-Laws to cover the maintenance responsibilities of the Association. Such assessment shall be a lien against each Unit Owner's Unit as provided in the Act. In addition, the Association shall have the right to assess any Unit Owner separately for any costs payable pursuant to this Section and to lien such Units, as appropriate.

Section 2.4 Conversion of Units. Declarant may convert any Units owned by Declarant to Common Elements pursuant to §3215(c) of the Act, provided that the consent of the holders of the Delivered Mortgages on such Units shall be required, to the extent so provided by the terms of such Delivered Mortgages. There shall be no limit to the number of Units which may be so converted. In any such event, the Association shall cause an amendment to this Declaration, including the Plats and Plans, to be recorded in the applicable real estate records.

### **ARTICLE III**

#### **ALLOCATION AND RESTRICTION OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS**

Section 3.1 Limited Common Elements. In addition to the Limited Common Elements described in Section 3202 of the Act, the Limited Common Elements appurtenant to a Unit shall include the patio, driveway and sidewalk (or portion thereof, if applicable) solely serving such Unit. The portion of any driveway directly in front of a Unit and the portion of any patio directly behind a Unit shall solely serve such Unit. Limited Common Elements shall not be reallocated except by the Declarant during its period of Declarant control pursuant to Section 3303(c) of the Act, and then only with the consent of both the Unit Owner(s) whose Units shall be involved in such reallocation and the holders of the Delivered Mortgages, if any, upon such Units, to the extent such consent shall be required by the terms of such Delivered Mortgages.

### **ARTICLE IV**

#### **EASEMENTS**

Section 4.1 Additional Easements. In addition to and in supplementation of the easements provided for by Sections 3216, 3217 and 3218 of the Act, as well as the easements and other rights referred to in Section 1.2, the following easements are hereby created:

4.1.1 Offices and Models. Declarant shall have the right to maintain sales offices, management offices and models throughout the Property. Declarant reserves the right to place one or more models, management offices and sales offices on any portion of the Condominium 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 Condominium. Declarant shall have the right to remove any such models, management offices and/or sales offices from the Condominium at any time up to thirty (30) days after Declarant ceases to be a Unit Owner. Any such model or office may not be larger than the largest Unit. Declarant, until the sale of the last Unit owned by it, shall have the easements and rights for marketing activities with respect to the Condominium as are otherwise provided in the Act and this Declaration.

**4.1.2 Utility Easements.** The Units and Common Elements shall be, and are hereby, made subject to easements in favor of Declarant, its successors and assigns, 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 Section 4.1.2 shall include, without limitation, rights of Declarant, its successors and assigns, 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 such Unit by Declarant, or so as not to materially interfere with the use or occupancy of such Unit by its occupants.

**4.1.3 Declarant's Easement to Correct Drainage.** Declarant, for itself and its successors and assigns, 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 Declarant shall restore the affected property as closely to its original condition as practicable.

**4.1.4 Declarant's Easement for Development.** Declarant, for itself and its successors and assigns, 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 Property, including but not limited to the Buildings and other improvements labeled as "NEED NOT BE BUILT" on the Plats and Plans. 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 Survival of Easements and Rights. All of the easements and other rights reserved or created in this Article IV shall survive the termination of the Condominium.

## ARTICLE V

### AMENDMENT OF DECLARATION

Section 5.1 Amendment Generally. Except as further limited by the terms of this Declaration, this Declaration may be amended only in accordance with the procedures specified in Section 3219 of the Act, the other Sections of the Act referred to in Section 3219 thereof and the express provisions of this Declaration.

Section 5.2 Rights of Secured Lenders. Subject to the limitations imposed by Section 3221 of the Act, in the case of any amendment of this Declaration requiring the consent of Unit Owners pursuant to Section 3219(a) or (d) of the Act, no Unit Owner's vote regarding the adoption of such Amendment shall be valid in the absence of the written consent to such amendment by the holder of the Delivered Mortgage, if any, with respect to the Unit of such Unit Owner, but only if such consent shall be required by the terms of such Delivered Mortgage as theretofore delivered to the Secretary of the Association (to the extent delivery is so required by the terms of the definition of "Delivered Mortgage" in this Declaration). Nothing in this Section shall limit the right of Declarant, the Association or the Executive Board to amend, or to cause the amendment of, this Declaration to the extent permitted by the Act.

## ARTICLE VI

### USE RESTRICTIONS

Section 6.1 Use and Occupancy of Units and Common Elements. All Units shall be used only as residence for a single "family". For this purpose, "family" means an individual or two or more persons living together as a single housekeeping Unit. Reasonable rules and regulations, not in conflict with the provisions of this Declaration, 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. The Rules and Regulations may regulate all matters relating to the Condominium and all portions thereof, including the use and operation thereof, to the maximum extent permitted by law, including without limitation, the parking of vehicles, the placement of property outside (or viewable from outside) of Units, the number and types of permitted pets and other matters. 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. The Property is located within the "Treedale" Planned Residential Development and, accordingly, is subject to the terms and conditions of the Township of Pine's Tentative Approval, with conditions thereof, dated February 20, 1991. In addition, the Condominium is subject to the terms and conditions of the Declaration of Covenants,

Conditions and Restrictions for Treesdale of record in the Allegheny County Recorder of Deeds Office in Record Book 8120, page 40, as amended or supplemented to date ("the Treesdale Declaration"). The Treesdale Declaration contains separate restrictions on the use of property in the Condominium, which are enforceable by the Treesdale Community Association, Inc. Declarant is not affiliated with either Trees Development Company, the developer of Treesdale, or Treesdale Community Association, Inc.

## **ARTICLE VII**

### **MORTGAGES**

**Section 7.1 Mortgages.** Whether or not they expressly so state, all Mortgages and the obligations secured thereby shall be subject to the terms and conditions of the Act and this Declaration. Upon request of a holder of a Delivered Mortgage, the Secretary of the Association shall instruct the insurer of the Property to provide such holder with a certificate with respect to the insurance maintained by the Association, which certificate shall provide for at least thirty (30) days prior written notice to such holder prior to the cancellation of such insurance, provided that the Secretary of the Association shall do so only if there shall have been delivered to the Secretary of the Association a title report prepared either by an attorney or a title insurance company confirming the first lien status of such Delivered Mortgage. The Secretary of the Association shall maintain a register of Delivered Mortgages, showing the names and addresses of the holders of Delivered Mortgages.

**Section 7.2 Reports and Notices.** A holder of a Delivered Mortgage shall be entitled to receive the following, if expressly requested in a written notice delivered to the Secretary of the Association by certified U.S. Mail, return receipt requested, or by recognized commercial courier with receipted delivery:

- (a) 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 Delivered Mortgage;
- (b) Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Unit Owners;
- (c) Copies of notices of meetings of the Unit Owners and the right to designate a representative to attend such meetings;
- (d) Notice of the decision of the Unit Owners to make any material amendment to this Declaration;
- (e) Notice of substantial damage to or destruction of the Unit upon which such Delivered Mortgage is a lien (the repair of which would cost in excess of \$1,000) or any part of the Common Elements (the repair of which would cost in excess of \$10,000);

(f) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property;

(g) Notice of any default by the owner of the Unit which is subject to the Delivered 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; or

(h) The right to examine the books and records of the Executive Board at any reasonable time.

The request of a holder of a Delivered Mortgage shall specify which of the above items it desires to receive. The Executive Board need not inquire into the validity of any request made by a holder of a Delivered Mortgage hereunder based on the records of the Association. Failure to comply with the requirements set forth above in this Section shall in no way invalidate otherwise proper actions of the Association and the Executive Board.

Section 7.3 Consents and Approvals of Delivered Mortgage Holders. In addition to the consents of holders of Delivered Mortgages as required by Section 5.2, no Unit Owner's vote regarding the grant of a lien upon the Common Elements or the termination of the Condominium shall be valid in the absence of the written consent thereto by the holder of the Delivered Mortgage, if any, with respect to the Unit of such Unit Owner, if such consent shall be required by the terms of such Delivered Mortgage as theretofore delivered to the Secretary of the Association.

## **ARTICLE VIII**

### **LEASING**

Section 8.1 Leasing. A Unit Owner may lease or sublease his Unit (but not less than his entire Unit) at any time and from time to time, provided that (a) no Unit may be leased or subleased for transient or hotel purposes or for an initial term of less than ninety (90) days; (b) no Unit may be leased or subleased without a written lease or sublease containing all of the terms of such lease or sublease; (c) a copy of such lease or sublease shall be furnished to the Secretary of the Executive Board within ten (10) days after execution thereof; and (d) 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 Rules and Regulations, and a default by the lessee or sublessee, as applicable, under the Declaration, Bylaws or Rules and Regulations 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 or limit the obligation of the Owner of that Unit to pay any Common Expense assessment. The Treadle Declaration has additional restrictions or limitations on leasing or subleasing of Units.

## ARTICLE IX

### BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

Section 9.1 Monthly Payments. All Common Expense assessments made in order to meet the requirements of the Association's annual budget shall be payable in equal monthly installments 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 9.2 Surplus. The budget of the Association shall segregate Limited Common Expenses from General Common Expenses. Any amounts accumulated from assessments for Limited Common Expenses and income from the operation of Limited Common Elements to which such Limited Common Expenses pertain in excess of the amount required for actual Limited Common Expenses shall be held by the Association as reserves for future Limited 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 shall be held by the Association as reserves for future General Common Expenses.

Section 9.3 Assignment of Income Rights. The Association may assign its rights to future income, including payments made on account of assessments for General Common Expenses and Limited Common Expenses, to secure any loan obtained by the Association for repairs, replacements or capital improvements to the Common Elements, provided that any such assignment is authorized by the vote of not less than 75% of the members of the Executive Board.

Section 9.4 Units Which Need Not Be Built Until either (i) a Unit is completed and a Certificate of Completion is recorded or (ii) Declarant elects not to construct a Building or a Unit, whichever first occurs, and notwithstanding anything to the contrary contained in the By-Laws or this Declaration, Declarant shall only be liable for real estate taxes assessed against the real estate upon which such Buildings and Units may be constructed (as shown on the Plats and Plans) and other expenses in connection with that real estate, but Declarant shall not be liable for any General Common Expense, Limited Expense or other assessment for Units reserved to be built but not completed (until recording by Declarant of Certificate of Completion for such Units).

## **ARTICLE X**

### **DECLARANT'S RIGHTS**

#### **Section 10.1. Control.**

(a) Subject to the terms of the Act and subsection (b) below, until the earlier of (i) the 180th day after conveyance to Unit Owners other than Declarant of seventy-five percent (75%) of the Units that Declarant has built or has reserved the right to build by the terms of this Declaration, or (ii) five (5) years from the date of the first conveyance of a Unit to a Unit Owner 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. After the earlier of the foregoing dates, all of the members of the Executive Board shall be elected by the Unit Owners.

(b) Not later than 60 days after the conveyance to Unit Owners other than Declarant of twenty-five percent (25%) of the Units that Declarant has built or has reserved the right to build by the terms of this Declaration, one (1) of the three (3) members of the Executive Board shall be elected by Unit Owners other than Declarant.

## **ARTICLE XI**

### **LIMITATION OF LIABILITY**

#### **Section 11.1 Standard of Conduct.**

(a) In the performance of their duties, the officers and members of the Executive Board shall stand in a fiduciary relation to the Association and shall perform their duties, including duties as members of any committee of the Board upon which they may serve, in good faith, in a manner they reasonably believe to be in the best interests of the Association and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances.

(b) In discharging the duties of their respective positions, the Executive Board members and officers may, in considering the best interests of the Association, consider the effects of any action upon employees and upon suppliers of the Association and upon communities in which the Condominium is located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of the standards described above.

(c) Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as an Executive Board member or officer or any failure to take any action shall be presumed to be in the best interest of the Association.

**Section 11.2 Good Faith Reliance.** In performing his duties, an officer or Executive Board member shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:

(a) One or more other officers or employees of the Association whom the officer or Executive Board member reasonably believes to be reliable and competent in the matters presented.

(b) Counsel, public accountants or other persons as to matters which the officer or Executive Board member reasonably believes to be within the professional or expert competence of such person.

(c) A committee of the Executive Board upon which he does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the officer or Executive Board member reasonably believes to merit confidence.

An officer or Executive Board member shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause his reliance to be unwarranted.

**Section 11.3 Limited Liability.** No Executive Board member or officer, in his capacity as such, shall be personally liable for monetary damages for any action taken, or any failure to take any action, unless he has breached or failed to perform the duties of his office under the standards described above; provided, however, that the provisions of this Section shall not apply to the responsibility or liability of an Executive Board member or officer pursuant to any criminal statute, or to the liability of an Executive Board member or officer for the payment of taxes pursuant to local, state, or federal law.

**Section 11.4 Indemnification.**

(a) To the extent permitted under Pennsylvania law, each member of the Executive Board, in his 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 in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged to be in breach of the standards of conduct described above; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such

Executive Board member and/or officer had no reasonable cause to believe his conduct was unlawful. The indemnification by the Unit Owners set forth in this Section shall be paid by the 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 by vote of the Unit Owners or otherwise. Recourse against a Unit Owner pursuant to this Section shall be limited to the lien for such amount against the Unit of such Unit Owner.

(b) To the extent permissible under Pennsylvania law, expenses incurred by an Executive Board member or officer in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon the request of the Executive Board member or officer, after the Association has received an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association.

Section 11.5 D & O Insurance. The Executive Board shall obtain insurance to satisfy the indemnification obligation of the Association set forth in Section 11.4, if and to the extent available at reasonable cost.

IN WITNESS WHEREOF, the undersigned has caused its name to be signed to these presents by its general partner on this 4<sup>TH</sup> day of October, 2000.

FIRST CITY TREESDALE PARTNERS, L.P.,  
a Pennsylvania limited partnership

By: First City Treesdale, Inc.,  
General Partner

By: Frank J. Jappalao

Title: President

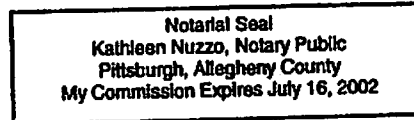
COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF ALLEGHENY :

I, Kathleen Nuzzo, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Frank J. Zappala, III, whose name is subscribed to the foregoing Declaration of Condominium, personally appeared before me this day, and he acknowledged and swore that he is the President of First City Treesdale, Inc., a Pennsylvania corporation and the General Partner in First City Treesdale Partners, L.P., a Pennsylvania limited partnership, and that he, as such officer, signed, sealed and delivered the said instrument as his free and voluntary act and deed on behalf of such General Partner acting as such, for the uses and purposes therein set forth and that the statements therein contained are true.

Given under my hand and notarial seal this 4th day of October, 2000.

Kathleen Nuzzo  
Notary Public

My Commission expires:



Member, Pennsylvania Association of Notaries

EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM

ALL those certain lots or parcels of land situate in Pine Township, Allegheny County, Pennsylvania being more particularly designated as Lots Nos. 13 through 28, inclusive, in The Links subdivision recorded in the recorder's office for Allegheny County in Deed Book Volume 176, page 81.

BEING part of the same premises which Trees Development Co., Inc., by deed dated January 22, 1991 and recorded January 22, 1991 in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 8411, Page 628, granted and conveyed to Trees Development Company.

Being more particularly bounded and described as follows:

BEGINNING at the northeast corner of the parcel hereinafter described, said point common with the westerly line of Parcel CA-9R in the Treesdale West Grove Neighborhood Revision No. 1 Plan recorded in PBV 175, pages 1 through 5 and the southeast corner of Lot 11 in The Links Amended No. 2 to Lots 9 through 12 Plan, recorded in PBV 180, pages 169 through 172; thence along the westerly line of said Parcel CA-9R South 06°29'25" East, 17.00 feet; thence along the same by a curve to the right, radius 575.00 feet, an arc distance of 691.46 feet (Chord: South 27°57'34" West, 650.54 feet); thence along same South 62°24'35" West, 179.99 feet; thence along same South 27°35'25" East, 20.00 feet to the westerly right-of-way line of Treesdale Drive; thence along said right-of-way line of Treesdale Drive South 62°24'35" West, 305.49 feet; thence along same by a curve to the left, radius 350.00 feet, an arc distance of 112.82 feet (Chord: South 53°10'33" West, 112.33 feet) to the northerly line of Parcel CA-13-R in the Treesdale West Grove Neighborhood Revision No. 1 Plan recorded in PBV 175, pages 1 through 5; thence along the northerly line of Parcel CA-13-R North 46°03'34" West, 57.36 feet to the easterly line of Parcel GC-17-R in the Treesdale West Grove Neighborhood Revision No. 1 Plan; thence along the easterly line of Parcel GC-17-R North 13°36'26" East, 632.38 feet; thence along same North 13°49'28" West, 320.03 feet to the southerly line of The Links Amendment No. 1 to Lot Nos. 1 through 8 recorded in PBV 177, pages 161 through 164; thence along the southerly line of The Links Amendment No. 1 to Lot Nos. 1 through 8 North 84°08'30" East, 422.99 feet to the westerly right-of-way line of Bay Hill Drive; thence along the southerly terminus of Bay Hill Drive North 83°37'00" East, 50.00 feet to the westerly line of The Links Amendment No. 2 to Lot Nos. 9 through 12 recorded in PBV 180, pages 169 through 172; thence along the westerly line of said The Links Amendment No. 2 Plan South 06°23'00" East, 37.72 feet; thence along same by a curve to the right, radius 325.00 feet, an arc distance of 75.21 feet (Chord: South 00°14'45" West, 75.04 feet); thence along the southerly line of said The Links Amendment No. 2 Plan North 90°00'00" East, 308.66 feet to the point of beginning.

Containing an area of 11.919 acres.

EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM

List of Title Encumbrances

1. Right of Way from Trees Development Company, Co. to The North Pittsburgh Telephone Co., dated August 1, 1991 and recorded August 22, 1991 in Deed Book 8549, page 513.
2. Right of Way from Trees Development Company to Pennsylvania Power Company, dated September 16, 1992 and recorded October 6, 1992 in Deed Book Volume 8823, page 257 in Allegheny County, Pennsylvania.
3. Declaration of Covenants, Conditions and Restrictions for Treesdale, by Trees Development Company, a Pennsylvania general partnership, dated December 5, 1991 and recorded on December 10, 1991 in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 8620, page 40.
4. Supplemental Declaration of Covenants, Conditions and Restrictions for Treesdale by Trees Development Company, a Pennsylvania general partnership, dated March 24, 1992 and recorded March 24, 1992 in Deed Book Volume 8678, page 21 in the Recorder's Office of Allegheny County, Pennsylvania.
5. Second Supplemental Declaration of Covenants, Conditions and Restrictions for Treesdale, by Trees Development Company, a Pennsylvania general partnership, dated June 15, 1992 and recorded June 18, 1992 in Deed Book Volume 8743, page 637 in Allegheny County, Pennsylvania.
6. First Amendment to the Declaration of Covenants, Conditions and Restrictions for Treesdale, dated October 19, 1992 and recorded October 22, 1992 in Deed Book Volume 8833, page 614 in Allegheny County, Pennsylvania.
7. All matters shown on the Subdivision Plan entitled The Links, recorded in Plan Book Volume 176, page 81 in Allegheny County, Pennsylvania.

EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM  
Percentage Interests

<u>Building</u>	<u>Unit</u>	<u>Percentage Interest</u>
1	101	2.632
	103	2.632
2	105	2.632
	107	2.632
3	201	2.632
	203	2.632
4	205	2.632
	206	2.632
5	202	2.632
	204	2.632
6	109	2.632
	111	2.632
7	113	2.632
	115	2.632
8	117	2.632
	119	2.632
9	121	2.632
	123	2.632
10	125	2.632
	127	2.632
11	129	2.632
	131	2.632
12	116	2.632
	118	2.632
13	301	2.632
	303	2.632
14	305	2.632
	307	2.632
15	309	2.632
	311	2.632
16	313	2.632
	315	2.632
17	314	2.632
	317	2.632
18	310	2.632
	312	2.632
19	306	2.632
	308	2.632

I, the undersigned, being a duly qualified and licensed Surveyor of the Commonwealth of Pennsylvania, do hereby certify that the foregoing is a true and correct copy of the original plan as filed in my office on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

I, the undersigned, being a duly qualified and licensed Architect of the Commonwealth of Pennsylvania, do hereby certify that the foregoing is a true and correct copy of the original plan as filed in my office on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

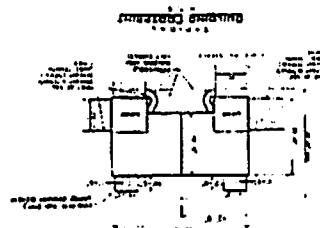
I, the undersigned, being a duly qualified and licensed Notary Public of the Commonwealth of Pennsylvania, do hereby certify that the foregoing is a true and correct copy of the original plan as filed in my office on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

I, the undersigned, being a duly qualified and licensed Surveyor of the Commonwealth of Pennsylvania, do hereby certify that the foregoing is a true and correct copy of the original plan as filed in my office on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

I, the undersigned, being a duly qualified and licensed Architect of the Commonwealth of Pennsylvania, do hereby certify that the foregoing is a true and correct copy of the original plan as filed in my office on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

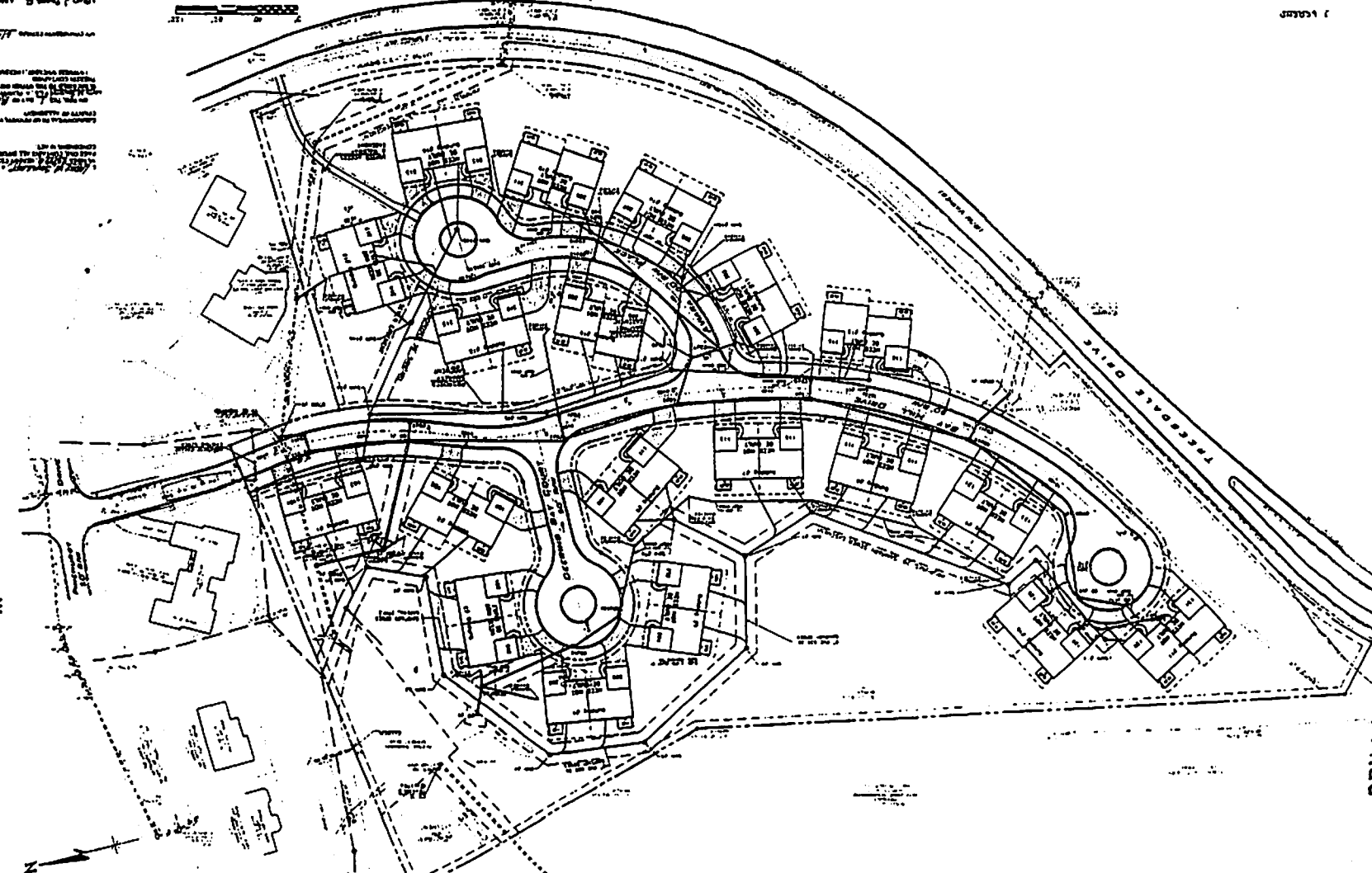
I, the undersigned, being a duly qualified and licensed Notary Public of the Commonwealth of Pennsylvania, do hereby certify that the foregoing is a true and correct copy of the original plan as filed in my office on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**GENERAL NOTES**  
 1. THE PLAN IS SUBJECT TO THE EXISTING RECORD PLANS AND SURVEYS.  
 2. THE PLAN IS SUBJECT TO THE EXISTING RECORD PLANS AND SURVEYS.  
 3. THE PLAN IS SUBJECT TO THE EXISTING RECORD PLANS AND SURVEYS.  
 4. THE PLAN IS SUBJECT TO THE EXISTING RECORD PLANS AND SURVEYS.  
 5. THE PLAN IS SUBJECT TO THE EXISTING RECORD PLANS AND SURVEYS.  
 6. THE PLAN IS SUBJECT TO THE EXISTING RECORD PLANS AND SURVEYS.  
 7. THE PLAN IS SUBJECT TO THE EXISTING RECORD PLANS AND SURVEYS.  
 8. THE PLAN IS SUBJECT TO THE EXISTING RECORD PLANS AND SURVEYS.  
 9. THE PLAN IS SUBJECT TO THE EXISTING RECORD PLANS AND SURVEYS.  
 10. THE PLAN IS SUBJECT TO THE EXISTING RECORD PLANS AND SURVEYS.

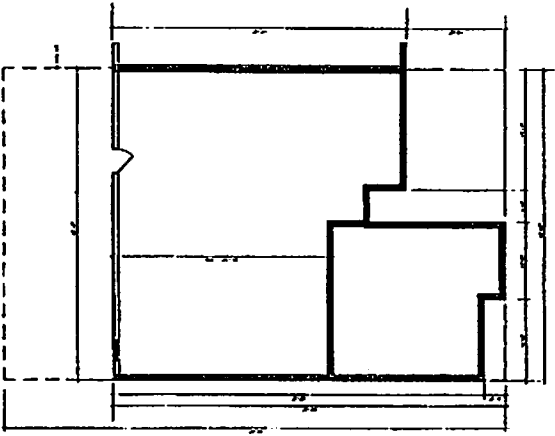


**DATE TABLE**  
 This table provides a schedule for the project, including key dates and milestones.

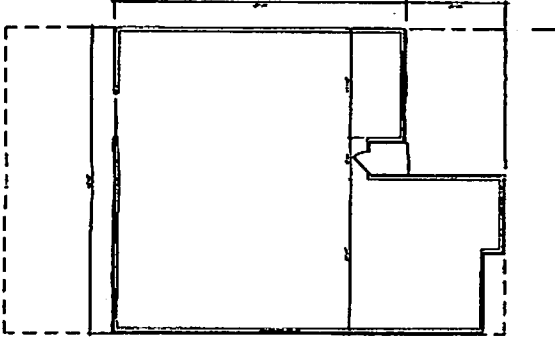
Activity	Start Date	End Date
Site Preparation	01/01/2024	03/31/2024
Foundation Work	04/01/2024	06/30/2024
Structural Steel Erection	07/01/2024	09/30/2024
Roofing	10/01/2024	11/30/2024
Interior Finishes	12/01/2024	02/28/2025
Exterior Finishes	03/01/2025	05/31/2025
Final Inspection	06/01/2025	06/30/2025



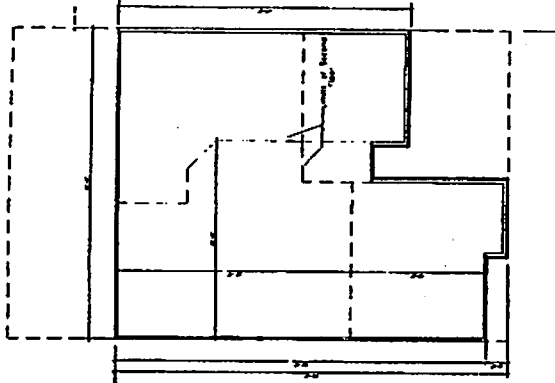
DRIVING DIST. 6.3



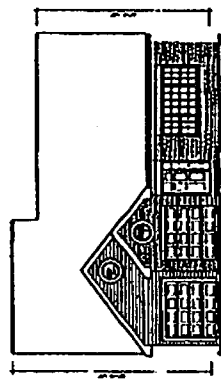
Research Basement Plan  
02/1/70



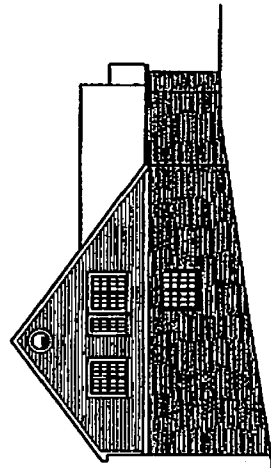
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02/1/70



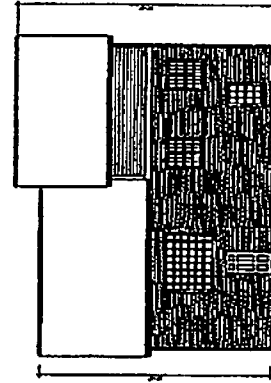
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Research Front Elevation  
02/1/70



Research Left Side Elevation  
02/1/70



Research Rear Elevation  
02/1/70

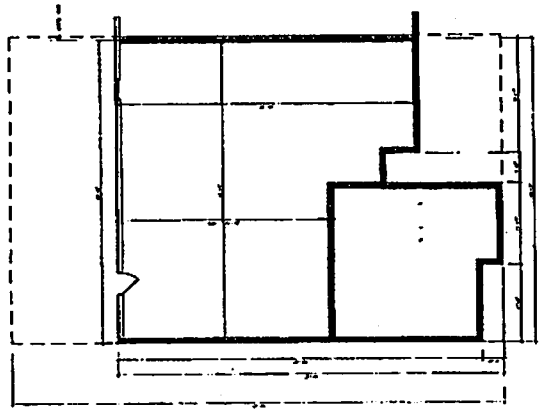
Contact Person: Edw. Bone (412) 364-4456

Condominium Plan - Mercer

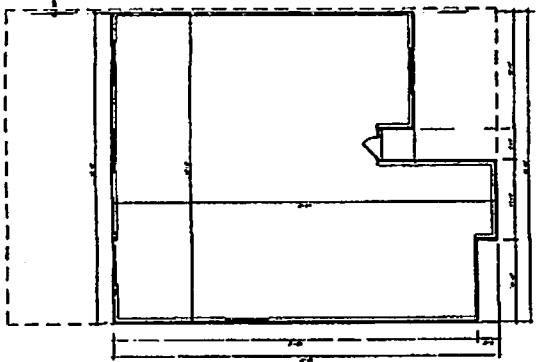
See THE LADYBIRD & TELEPHONE  
FOR EXACT ZONING  
REGULATIONS IN USES

Edw. Bone, Architect  
110-11-1100 Ave.  
Pittsburgh, Pa. 15212



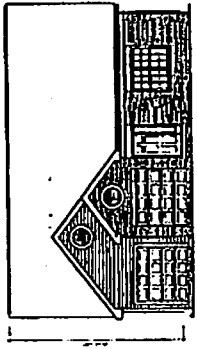


Woodmore Basement Plan  
02/12/07

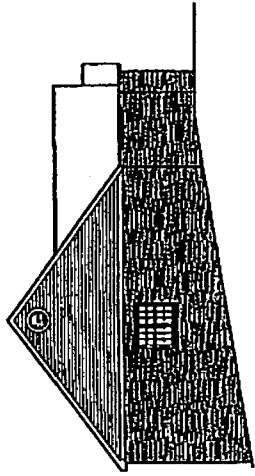


Woodmore First Floor Plan  
02/12/07

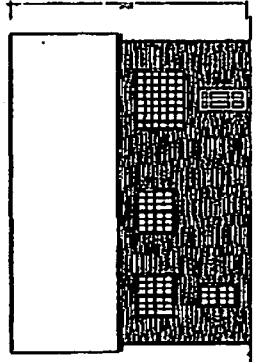
Notes: 1. See Section 1001 for details.



Woodmore Front Elevation  
02/12/07



Woodmore Left Side Elevation  
02/12/07



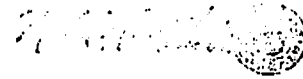
Woodmore Rear Elevation  
02/12/07

Contact Person: Fritz Bauer (412) 364-4488  
**Condominium Plan - Woodmore**

FOR THE ARCHITECTS & ENGINEERS  
 F. J. BROWN & ASSOCIATES, INC.  
 1000 PENNSYLVANIA AVENUE, SUITE 1100  
 PITTSBURGH, PA 15222  
 F. J. BROWN & ASSOCIATES, INC.  
 ARCHITECTS & ENGINEERS  
 1000 PENNSYLVANIA AVENUE, SUITE 1100  
 PITTSBURGH, PA 15222

RECORDED  
DECEMBER 15 1993  
ALLEGANY COUNTY, PA  
MICHAEL A. DELLA VECCHIA

00001-4 PM 2:57



**DECLARATION OF CONDOMINIUM**

OF

**THE LANDINGS AT TREESDALE  
CONDOMINIUM**

\_\_\_\_\_

*D 63.50*

FIRST CITY TREESDALE PARTNERS, L.P.,  
a Pennsylvania limited partnership  
By: First City Treesdale, Inc.,  
its General Partner

*JRB 430*

MAIL TO:

Lori Z. Hardiman, Esquire  
General Counsel  
The First City Company  
Four Gateway Center, Suite 212  
Pittsburgh, Pennsylvania 15222  
(412) 391-9260

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