
DECLARATION OF CONDOMINIUM

VILLAGE OF SEWICKLEY HILLS, L.L.C.,
an Ohio limited liability company

DECLARANT

THE VILLAGE OF SEWICKLEY HILLS

CONDOMINIUM

WILL CALL



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DECLARATION OF CONDOMINIUM
for
VILLAGE OF SEWICKLEY HILLS

ARTICLE I
SUBMISSION: DEFINED TERMS

Section 1.1. Declarant; Property; County; Name. Village at Sewickley Hills, L.L.C., an Ohio limited liability company (the "Declarant"), owner in fee simple of the real estate situated in Sewickley Hills Borough, Ohio Township and Franklin Park Borough, Allegheny County, Pennsylvania and more fully described on Exhibit A attached hereto, hereby submits the real estate described on Exhibit A attached hereto, together with and 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. Section 3101 et seq. (the "Act"), and hereby creates with respect to the Property a condominium, to be known as "The Village of Sewickley Hills" (the "Condominium"). This Declaration also includes and incorporates the attached "Flexible Condominium Addendum."

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 other matters affecting the Property hereby submitted to the Act:

a. Private road or right of way for ingress and egress as recited in Deed from Helen M. Westman and Charles Lawrence Westman to Raymond G. Ott and recorded at Deed Book Volume 5904, page 877, as shown on ALTA/ACSM Land Title Survey made by Sheffler & Company, Inc., dated December 12, 2001, last revised November 5, 2002 made from Village at Sewickley Hills, L.L.C.

b. Right of way from Margaret E. Hellman, et al., to Buckeye Pipe Line Company recorded June 8, 1966 in Deed Book Volume 4338, page 375, as shown the survey.

c. Access Easement from Village at Sewickley Hills, L.L.C. to Parone Parkwood, dated November 14, 2002 and recorded November 19, 2002 in Deed Book Volume 11508, Page 596.

d. Covenants and obligations of grantee set forth in Easement Agreement b and between Franklin Towne Realty, Inc. and Village at Sewickley Hills, L.L.C., dated November 14, 2002 and recorded November 19, 2002 in Deed Book Volume 11508, Page 542.

e. The rights of way to Manufacturers Light & Heat Company by instrument dated August 15, 1910 and recorded in Deed Book Volume 1689, page 207.

f. The following oil and gas leases to:

(i) Charles B. Wachter by lease from John S. Weiss, et. ux. dated October 31, 1951 and recorded in Deed Book Volume 3151, page 541.

(ii) John M. McCormick, by lease from Leo S. Weiss, et. ux., et al. dated April 21, 1952 and recorded in Deed Book Volume 3242, page 14.

g. Open-End Mortgage from Village at Sewickley Hills, L.L.C., an Ohio limited liability company to SkyBank, dated November 14, 2002 and recorded November 19, 2002 in Mortgage Book Volume 23717, Page 527.

h. Assignment of Leases and Rents from Village at Sewickley Hills, L.L.C. to Sky Bank dated November 14, 2002 and recorded November 19, 2002 in Deed Book Volume 11508, Page 576.

i. Financing Statement showing Village of at Sewickley Hills, L.L.C. as Debtor and SkyBank as Secured Party, filed in the Recorder's Office on November 19, 2002 at 59640 and in the Office of the Secretary of State of Pennsylvania.

j. Easements for water, gas, electric, other utilities and sanitary and storm sewers as located on the Property.

Section 1.3. Defined Terms.

1.3.1. Terms Defined in the Act. Capitalized terms not otherwise defined herein or in the Plats and Plans shall have the meanings specified or used in Section 3103 of the Act, or if not defined in Section 3103 but used in the Act shall have the meanings used in the Act unless otherwise defined herein.

1.3.2. Statutory Terms. As used herein, the following terms shall have the specific definitions set forth below when used in this Declaration or any other Condominium Document.

a. "Association" means The Village of Sewickley Hills Condominium Association, an incorporated association consisting of all Unit Owners of the Condominium.

b. "Condominium" means The Village of Sewickley Hills as described in Section 1.1 above.

c. "Declarant" means the Declarant described in Section 1.1 above.

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

e. "Executive Board" means the governing body of the Association as initially constituted on the date this Declaration is recorded and as elected from time to time in accordance with the By-Laws.

f. "Plats and Plans" means the Plats and Plans for the Condominium being recorded contemporaneously herewith in the Allegheny County Recorder of Deeds Office as the same may be amended from time to time.

g. "Unit" means a Unit as described herein and in the Plats and Plans. A Unit is that portion of the Condominium set aside for individual ownership and occupancy.

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

a. "Building(s)" means any structure erected on the Property.

b. "Common Expenses" means reasonable expenditures made or liabilities incurred by or on behalf of the Association, together with any allocation for reserves.

c. "Family" means an individual or two or more persons related by blood, marriage or adoption, living together as a single housekeeping unit, or a group of not more than three (3) unrelated persons living as a single housekeeping unit.

d. "Material Improvement" means any alteration, maintenance, repair or replacement of or to any Unit which might affect the structural integrity or appearance of any Building, any other Unit or any mechanical, plumbing or electrical system.

e. "Mortgagee" means the holder of a first mortgage encumbering any Unit in the Condominium.

ARTICLE II

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

Section 2.1. Plats and Plans. Subject to the attached "Flexible Condominium Addendum," the location and dimensions of the Buildings and other improvements comprising the Property are shown on the Plat and the location of the Units, and Common Elements of the Condominium are shown on the Plans.

Section 2.2. Percentage Interests. The Condominium may ultimately consist of three hundred fifty six (356) Units. Each Unit shall have an equal undivided ownership interest in the Common Elements ("the Percentage Interest"). The Percentage Interest shall be the decimal equivalent of a fraction, the numerator of which shall be one (1) and the denominator of which shall be the actual number of Units for which Certificates of Occupancy have been issued by the applicable governmental agency, as of the time of determining the Percentage Interest. The Percentage Interest shall also determine each Unit's liability for Common Expenses. Subject to Article III below, each Unit shall be entitled to one (1) vote in the affairs of the Association.

Section 2.3. Unit Boundaries.

A. The title lines or boundaries of each Unit are situated as shown on the Plats and Plans and include all perimeter walls, floors, ceilings, doors and windows within or compromising part of each Unit. Each Unit shall also consist of all spaces, interior portions and other fixtures and improvements within the title lines described above. Each Unit shall also include the items within the title lines described in paragraphs (1) and (3) of Section 3202 of the Act and shall have the benefit of the use of all Common Elements described in Section 3202 of the Act or herein, or designated on the Plats and Plans, as being appurtenant to the Unit.

B. Each Unit shall also include:

(i) The air space enclosed within such boundaries, except the air space displaced by structural members, and utility shafts or similar conduits within or passing through such Unit and by other Common Elements;

(ii) All partitions that are wholly contained within such title lines, including, without limitation, door frames, window frames, hardware, electrical outlets and wiring, telephone outlets and conduits and other items and devices in such partitions;

(iii) All glass, including the interior and exterior surfaces thereof, that is set in sash in the exterior walls of such Units and Unit-side surface of window sills.

(iv) All plumbing fixtures, and their water and waste connections, that serve only such Unit and that are not located in any exterior wall;

(v) All items of kitchen equipment, and their water, waste, gas and electrical connections, that serve only such Unit and that are not located within any exterior wall;

(vi) Bathroom and kitchen exhaust grills, fans and registers;

(vii) Lighting devices, including, by way of illustration and not limitation, lamps and bulbs that are surface mounted on, recessed in, or suspended from, ceilings, walls and partitions within or on the perimeter of such Unit whether or not such lighting devices are themselves located within the boundaries of such Unit.

(viii) Wires, cables, conduits, circuits and related equipment transmitting electricity for lighting and power or transmitting electrical signals (except to the extent otherwise specifically provided herein), that serve only such Unit and that are located entirely within the boundaries of such Unit;

(ix) Telephone and television outlets, wires, cables and conduits serving only such Unit, whether or not such telephone outlets, wires, cables and conduits are located entirely within the boundaries of such Unit;

(x) Surface mounted and recessed medicine cabinets (including, by way of illustration and not limitation, all associated lighting fixtures and accessories), whether or not such cabinets are located entirely within the boundaries of such Unit;

(xi) Refrigerators, ranges, freezers, dishwashers and other appliances, and the portions of their water, waste, gas, electrical and exhaust connections that serve only such Unit and that are not located within any exterior wall;

(xii) Wall, ceiling and floor coverings installed on the Unit-side surface of the boundaries set forth above; and

(xiii) Any basement, terrace or similar feature benefiting only such Unit.

Section 2.4. Maintenance Responsibilities.

A. The Units shall be maintained and repaired by each Unit Owner and the Common Elements shall be maintained and repaired by the Association, all in accordance with the provisions of Section 3307 of the Act, except as expressly set forth to the contrary herein. All maintenance, repair and replacement by Unit Owners shall be in a manner that will not impair the structural integrity or appearance of the Buildings or impair any mechanical, plumbing or electrical system therein. The materials and workmanship used in such maintenance, repair or replacement by Unit Owners shall be of the same type and quality as were originally provided in the Unit.

B. Each Unit Owner shall be required to repair or replace any portion of his or her Unit that, if not repaired or replaced, would adversely affect the exterior appearance of the Property or in any manner materially adversely affect another Unit. If any Unit Owner fails to comply with the requirements of the preceding sentence, the Association may with prior notice to Owner and reasonable opportunity to cure, in its sole discretion make such repair or replacement and assess the expenses thereof against such Unit Owner. Any Material Improvement must be carried out pursuant to plans and specifications prepared by an architect or engineer licensed in Pennsylvania and submitted to the Association for prior approval, said approval not to be unreasonably withheld. Further, as to any Material Improvement:

(i) The Unit Owner shall at his or her own expense obtain all permits and licenses, including a building permit, if necessary, for any work and shall provide the Association with copies thereof. All contracts for which a mechanics' lien might be filed shall include a "no lien" agreement, and proof of filing same prior to construction start shall be provided to Association.

(ii) All costs related to any Material Improvement or the approval thereof by the Association, including without limitation the reasonable cost of the Association's architect's review, shall be paid by Unit Owner. The Executive Board may require the posting of a deposit or other financial security to cover such costs as it, in its sole reasonable discretion, deems necessary.

Section 2.5. Relocation of Unit Boundaries; Subdivision and Conversion of Units

Relocation of boundaries between Units will be permitted, subject to compliance with the provisions therefor of Section 3214 of the Act. The maximum number of Units that may exist at the Condominium is set forth in Section 2.1, above. No Unit may be subdivided or converted so as to cause the number of Units specified in Section 2.1, above, to be exceeded. In no event, may Unit Owners subdivide or convert Units after the initial purchase from Declarant.

ARTICLE III

DESCRIPTION, ALLOCATION AND RESTRICTION OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 3.1. Common Elements. Common Elements, an undivided interest in which is hereby allocated to all Units on the basis of their respective Percentage Interests, shall, without limitation, include:

(i) Portions of the Property that are not included in any Unit, and which serve all Unit Owners;

(ii) The foundations, structural parts, supports, walls, separating Units from other Units, or from Common Elements and all roofs (that are not balconies) of any Building containing a Unit;

(iii) Trees, shrubbery, grass and walkways, except those accepted for maintenance by a municipality or the Homeowners Association and similar improvements;

(iv) All apparatus and installations existing for common use including exterior building improvements;

(v) All other elements of the Property necessary or convenient to its existence, management, operation, maintenance and safety or normally in common use for the benefit of more than one Unit Owner;

(vi) Any central HVAC and other utility or similar services and lines including but not limited to sewer, water, gas and electric services and lines, not within a Unit or that serve more than one Unit and such other facilities as are designated in this Declaration or the By-Laws as Common Elements; and

(vii) Those areas otherwise designated as Common Elements in the Plats and Plans or so defined in the Act, and not otherwise designated herein.

Section 3.2. Limited Common Elements. Limited Common Elements are so identified on the Plats and Plans and are allocated to each Unit as shown on the Plats and Plans. The Unit to which any particular Limited Common Element is allocated shall be responsible for all expenses associated with that Limited Common Element.

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, the following easements are hereby created:

a. Declarant's Use for Sales Purposes. Declarant shall have the right to maintain a sales office and/or model(s) in any Unit title to which is held by Declarant.

b. Utility Easements. The Units and Common Elements shall be, and are hereby made subject to easements in favor of the Declarant, the Association, appropriate utility and

service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. Notwithstanding the foregoing provisions of this Section, 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.

c. Construction Easement. The Declarant shall have an easement through the Common Elements for access or any other purposes necessary to complete construction of any Unit or for any renovations or other work to be performed by the Declarant.

d. Encroachments and Support. Each Unit, and the Property included in the Common Elements shall be subject to an easement for encroachments created by construction, settling and overhangs as designed or constructed. A valid easement for said encroachments and for the maintenance, repair, improvement or replacement of same, so long as they stand, shall and does exist. In the event that the Building is partially or totally destroyed and then rebuilt, the Unit Owners of the Units so affected agree that minor encroachments of parts of the adjacent Unit or Common Elements due to removal, replacement, or construction shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist. Every portion of a Unit and/or Common Element contributing to the support of an abutting Unit and/or Common Element shall be burdened with an easement of support for the benefit of such abutting Unit and/or Common Element. There shall be an easement of support over every Unit in a Building in favor of the Common Elements. A valid easement shall and does exist in favor of each Unit Owner to make reasonable use, not inconsistent with the terms of this Declaration, of the exterior wall of any adjoining Unit where the outer unfinished surface of such wall shall serve and separate any portion of such Unit Owner's Unit appertaining thereto and such adjoining Unit, notwithstanding the inclusion of such wall within the vertical boundaries of such adjoining Unit.

e. Maintenance Easements. The Condominium shall be subject to the following maintenance easements:

(i) An easement over the Common Elements in favor of the Association and the agents, employees and independent contractors thereof for purposes of the inspection, operation, maintenance, repair, improvement and replacement of the Common Elements.

(ii) An easement over the Common Elements in favor of each Unit Owner for the installation, maintenance, use, repair, improvement, removal and replacement of pipes, ducts, heating, ventilating and air conditioning systems, electrical, telephone and other wiring and cables and all other utility lines and conduits that are a part of or serve a Unit and that pass across or through a different Unit, or the Common Elements.

(iii) An easement over the Units in favor of the Association and its agents, employees and independent contractors, (1) for inspection of the Units in order to verify the performance by Unit Owners for all items of maintenance, repair and replacement for which they are responsible, (2) for inspection, operation, maintenance, repair, improvement and replacement of the Common Elements and facilities contained therein situated in or accessible from such Units and (3) for correction of emergency conditions in one or more Units, or casualties to the Common Elements and/or the Units; it being understood and agreed that the Association and its agents, employees and independent contractors shall take reasonable steps to minimize any interference with a Unit Owner's use of his or her Unit resulting from the Association's exercise of any rights it may have pursuant to this Section 4.1 .e.(iii).

(iv) Wherever in this Declaration and the Plats and Plans a boundary of a Unit is described as being the Unit-side surface of a designated portion of the Property, or the plane formed thereby, an easement exists in favor of the Unit Owner for the purposes of decorating such surfaces and affixing thereto and removing therefrom flooring and floor coverings, wall board, paint, wallpaper, other decorative material, pictures, mirrors, fixtures, wall systems and decorative articles, all at the sole cost, expense and liability of the Unit Owner of such Unit. It is understood and agreed that the Association, acting on behalf of all Unit Owners, shall at all times while this Declaration is in effect retain the right and duty to maintain, repair, improve and/or replace the portions of the Property of which said surfaces are a part, notwithstanding the fact that such maintenance, repair, improvement or replacement may temporarily adversely affect the Unit Owner's aforesaid easement and right to use the Unit-side surface of such portion of the Property.

ARTICLE V

AMENDMENT OF DECLARATION

Section 5.1. Amendment Procedure. 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 Mortgagees. 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 Mortgagees if and to the extent that such approval is required by the Act or if and to the extent that such amendment would (i) be a material amendment as defined by the Federal National Mortgage Association or have the effect of (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. 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 5.2. In any event, a Mortgagee shall be conclusively deemed to have approved an amendment if the Mortgagee fails to submit a written response to the Association within thirty (30) days after the Mortgagee receives notice of a proposed amendment.

Section 5.3. Other Amendments. If any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provision of this Declaration or the Plats and Plans that is defective or inconsistent with any other provision hereof or appearing or falling to appear in the Plats and Plans that is incorrect, defective or similarly inconsistent, or if such amendment is necessary to conform to then current requirements of the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with respect to Condominium projects, the Executive Board may, at any time and from time to time effect such amendment without the approval of the Unit Owners or to that effect Mortgagees, upon receipt by the Executive Board of an opinion from an independent registered architect or licensed professional engineer in the case of any such amendment to the Plats and Plans or an opinion from independent counsel to the effect that the proposed amendment is permitted by Section 3219(f) of the Act. Each such amendment shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due adoption, execution and acknowledgment by one or more officers of the Executive Board.

Section 5.4. Declarant's Right to Amend Plan. Declarant shall have the right to amend the Plan to conform with the requirements of all municipal regulations governing the same and to make such physical

modifications to the Property as required by such municipal regulations or municipal authorities. All costs and expenses resulting therefrom shall be the sole responsibility of the Declarant.

ARTICLE VI

USE RESTRICTIONS

Section 6.1. Use and Occupancy of Units and Common Elements. The occupancy and use of the Units and Common Elements shall be subject to the following restrictions:

- a. Units shall be used only as a residence for a single Family.
- b. No industry, business, trade, occupation or profession of any kind shall be conducted, maintained, or permitted on any part of the Property.
- c. There shall be no obstruction or alteration of the Common Elements nor shall anything be stored in or on the Common Elements without the prior written consent of the Executive Board.
- d. Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance on the Property, or contents thereof, without the prior written consent of the Executive Board and the written agreement of the Unit Owner of such Unit to bear the full amount of such increase. No Unit Owner shall permit anything to be done or kept in his or her Unit or in the Common Elements that will violate any law, statute, ordinance or regulation of any governmental body or that will result in the cancellation of any insurance maintained by the Executive Board. No waste shall be committed in the Common Elements.
- e. No person shall create a nuisance on the Property or engage in any use or practice that interferes with the peaceful possession or proper use of any of the Units or of the Common Elements.
- f. No Unit Owner, shall (i) make any installation that extends beyond the boundaries of the Unit Owner's Unit, nor install any window air conditioners, exhaust fans or any other item that protrude through a window serving a Unit, nor shall any structure, addition, shade, curtain, blind, awning, screen, canopy, shutter or antenna be placed or maintained upon any exterior door, window or any outside wall of any Building without the prior written consent of the Executive Board that shall not be unreasonably withheld; or (ii) paint or otherwise alter the structure, form or appearance of the exterior portion of any wall, window, door or other portion of the Property that is visible from outside of such Unit.
- g. The Property is to be maintained in a clean and sanitary condition and no Unit Owner is to place any garbage, trash or rubbish in the Common Elements or permit any unsightly condition to exist therein or thereon except as expressly provided for.
- (h) Amended Below
h. Not more than one household pet may be kept in any Unit, provided (i) that such animal is not kept for any commercial purposes, (ii) in strict accordance with any Rules and Regulations relating to household pets from time to time adopted or approved by the Executive Board, (iii) does not in the judgment of the Executive Board constitute a Pet Policy Amended Below. See Amended (1a)



VOID and (iv) with respect to a stacked flat Unit the animal does not exceed forty (40) pounds. All dogs and cats must be kept on leashes when outside a Unit. No other animals are permitted in the Units or on the Property.

i. No Unit Owner shall do any work or any other act that would violate the terms, covenants or conditions of the Agreement or the Declaration of Covenants.

j. No unlicensed motor vehicles, boats, trucks (other than so-called "pickup" trucks, not exceeding ¾ ton capacity) or recreational vehicles (including trailers, motor homes or so-called "campers") may be parked or stored (i) for more than twenty-four consecutive hours at the Property or (ii) more than twice (for whatever duration) in any calendar month. There is specifically reserved to the Association the right and power to tow and remove from the Property any boat, truck or recreational vehicle parked or stored at the Property in violation of the foregoing.

Section 6.2. Rules and Regulations. 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. 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 6.3. Powers of the Executive Board to Enforce. The Executive Board shall have the power to enforce the above restrictions and the Rules and Regulations on behalf of the Association as it may deem to be reasonably necessary or desirable, and shall have the right to bring actions at law or in equity to enforce any matter contained in the Condominium Documents.

ARTICLE VII

MORTGAGES

Section 7.1. Mortgages Generally. A Unit Owner may encumber or subject his or her Unit to the lien of a Mortgage. Whether or not they expressly so state, all Mortgages encumbering any Unit and the obligations secured thereby shall be deemed to provide, generally, that the Mortgage, and the rights and obligations of the parties thereto, shall be subject to the terms and conditions of the Act and the Condominium Documents. No Unit Owner shall deliver any Mortgage, or any obligation to be secured thereby, unless it has first notified the Executive Board of the name and address of the proposed Mortgagee. When such Mortgage is delivered to the Mortgagee, the Unit Owner shall simultaneously provide executed or conformed copies of it to the Executive Board. Upon receipt of such copy of a Mortgage, the Secretary of the Executive Board shall instruct the insurer of the Property to add the name of the Mortgagee to the mortgagee loss payable provision of the hazard insurance policy covering the Property and to provide such Mortgagee with a Certificate of Insurance showing that the Mortgagee's name has been so added. The Secretary shall maintain a register of such Mortgages, showing the names and addresses of the Mortgagees and the amount secured thereby.

Section 7.2. Rights of Mortgagees. Upon the specific written request of a holder of a Mortgage on a Unit or its servicer to the Executive Board, the Mortgagee shall, at the expense of the Unit Owner, be entitled to receive some or all of the following as designated in the request:

- 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 mortgage;
- b. Any audited or unaudited financial statements of the Association that 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 any Unit (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. Notices 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 that 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;
- h. 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 authority for or 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 or the Executive Board.

Section 7.3. Books and Records. Any Mortgagee shall have the right (exercisable by written notice to the Association and at such Mortgagee's sole cost and expense) to examine the books and records of the Association, to have prepared an audited financial statement of the Association and to require that it be provided with a copy of each annual report of the Association.

Section 7.4. Existing Mortgages. The Property is currently subject to a mortgage in favor of Sky Bank as the same may be amended, replaced or substituted from time to time. All Units conveyed to Unit Owners, together with the Percentage Interests in the Common Elements apportioned to such Units, will be released from the lien of the Sky Bank Mortgage at or before the time of the conveyance. For purposes of this Declaration, Sky Bank shall be entitled to all the rights and privileges granted Mortgagees generally under this Declaration; provided, however, such shall not be construed to be a limitation on the Sky Bank Mortgage or any specific rights granted Sky Bank under this Declaration. In the event that Sky Bank shall obtain title to any Unit prior to the sale thereof by Declarant by the exercise of any rights or remedies contained in the Sky Bank Mortgage, then Sky Bank shall also succeed, at its option, to all or

some of the rights of Declarant hereunder or under the By-Laws or the Act, as provided in Section 3304 of the Act with respect to the transfer of Special Declarant Rights.

ARTICLE VIII

LEASING

Section 8.1. Leasing. A Unit Owner may lease or sublease his or her Unit; provided, however, (1) no Unit may be leased or subleased for transient or hotel purposes or for a term of less than nine (9) months; (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 the Executive Board so requests; and (4) a breach of the Declaration, By-Laws or Rules and Regulations of the Condominium shall constitute a default under the lease or sublease and the lessee or sublessee shall be bound by and subject to the Declaration, By-Laws and Rules and Regulations of the Condominium. In the event that Sky Bank shall obtain title to any Unit, prior to the sale thereof by Declarant, by the exercise of any rights or remedies contained in the Sky Bank Mortgage, then the terms and conditions of this Article VIII shall not apply to the leasing of any such Unit by Sky Bank. Without limiting Section 11.03, below, no lease of a Unit shall relieve the Unit Owner of any of the Unit Owner's obligations and liabilities under this Declaration or the Act, including but not limited to the payment of Common Expense assessments.

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

Section 9.3. Surplus. Any amounts accumulated from assessments for General Common Expenses in excess of the amount required for actual General Common Expenses and reserves for future General Common Expenses shall be added to the Condominium's reserve account.

ARTICLE X

DECLARANT'S RIGHTS

Section 10.1 Control. Subject to Section 3303 of the Act, Declarant shall have the right to be represented on the Executive Board and to cast the votes allocated to any Unit owned by Declarant.

ARTICLE XI

LIMITATION OF LIABILITY

Section 11.1. Limited Liability of the Executive Board. Except as provided to the contrary in Section 3303(a) of the Act, the Association, the members of the Association, the Executive Board, and its 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 that 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 have no personal liability in contract to a Unit Owner or any other person or entity 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;

c. 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;

d. Shall have no personal liability in tort to a Unit Owner or 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;

e. Shall have no personal liability arising out of the use, misuse or condition of the Building, or that 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; and

f. Shall have no liability by reason of being an officer, director, agent, employee or affiliate of Declarant.

Section 11.2. 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 reasonable attorney's fees, incurred by or imposed upon him or her in connection with any proceeding in which he or she may become involved by reason of his or her 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 where such Executive Board member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his or her 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 he or she 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 or her 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.

Section 11.3. Joint and Several Liability of Unit Owners and Lessees. Each Unit Owner shall be jointly and severally liable with any lessees of the Unit owned by such Unit Owner for all liabilities arising out of the ownership, occupancy, use, misuse or condition of such Unit or any portion of the Common Elements.

ARTICLE XII

INSURANCE

Section 12.1. Types and Amounts. The Association shall obtain the following types and amounts of insurance (but in all events all insurance required by Section 3312 of the Act or the Federal National Mortgage Association):

(a) Hazard insurance, with an endorsement for extended coverage, or such other fire and casualty insurance as the Association may determine that provides equal or greater protection for the Unit Owners and Mortgagees, if any, in each case complying with the applicable requirements of Section 12.2 hereof. Such hazard insurance shall, if and to the extent reasonably available, provide coverage of all portions of the Property outside of the Units and any Common Elements and Limited Common Elements located within any Unit and the betterments and improvements thereto. Such hazard insurance shall insure against all risks of direct physical loss commonly insured against, including, without limitation, fire, vandalism, malicious mischief, wind, storm and water damage, and the costs of demolition and debris removal. If such hazard insurance becomes unavailable in the future, the Association shall obtain such comparable insurance as is then available. The amount of any such hazard insurance obtained pursuant to this Section 12.1 shall be reviewed annually by the Association, and shall be equal to the greater of the actual cash value of the property insured or the full insurance replacement value of the Common Elements and Limited Common Elements, without deduction for depreciation (i.e., one hundred (100%) percent of current "replacement cost" exclusive of land, foundation, excavation and other items normally excluded from coverage), with an "agreed amount endorsement" or its equivalent, if available, or an "inflation guard endorsement", if available. Such hazard insurance policy may, at the option of the Association, contain a "deductible" provision in an amount to be determined by the Association but not to exceed Five Thousand (\$5,000.00) Dollars. The proceeds of such policy shall be payable to the Association and disbursed in accordance with §3312 of the Act. Such hazard insurance policy may include a separate "loss payable endorsement" in favor of a Mortgagee modified to make the loss payable provisions in favor of such Mortgagee subject and subordinate to the loss payable provisions in favor of the Association.

(b) Comprehensive liability insurance, complying with the requirements of Section 12.2 hereof, insuring the Unit Owners, in their capacity as owners of the Common Elements and Limited Common Elements and as Association members, against any liability to the public or to other Unit Owners, their tenants, invitees or licensees, relating in any way to the ownership and/or use of the Common Elements and Limited Common Elements or any part thereof. Such insurance policy shall

contain a "severability of interest endorsement" or equivalent coverage that precludes the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or any Unit Owner. The scope and amount of coverage of all liability insurance policies shall be reviewed annually by the Association and may be changed in its discretion provided that such shall continue to comply with the requirements of this Section 12.1(b) and Section 12.2 hereof.

Section 12.2. Required Provisions. Insurance obtained by the Association shall contain those provisions required by Section 3312(c) of the Act as well as the following provisions:

(a) Each Unit Owner shall be an insured party under such policies with respect to loss or liability arising out of his or her ownership of an undivided interest in the Common Elements and Limited Common Elements or membership in the Association.

(b) All policies shall be written with a company licensed to do business in the Commonwealth of Pennsylvania and for the hazard insurance policy described in Section 12.1(a) hereof, such company must hold a rating of Class B+ VI or better by Best's Insurance Reports or by an equivalent rating bureau should Best's Insurance Reports cease to be issued.

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

(d) Such policies shall not be cancelled, invalidated or suspended by means of the conduct of any one or more Unit Owners, all defenses based upon co-insurance or acts of the insured being waived by the insurer, and in no event shall cancellation, material modification, invalidation or suspension for any reason be effected without at least thirty (30) days' prior written notice to each Unit Owner and all Mortgagees whose names and addresses are on file with the insurer.

(e) Such policies shall not be cancelled, invalidated or suspended on account of the conduct of any officer or employee of the Association or any managing agent without a prior demand in writing that the Association or any managing agent, as the case may be, cure the defect, and without providing a reasonable period of time thereafter in which to cure such defect.

(f) The name of the insured under each policy required pursuant to this Article XII shall be stated in form and substance similar to the following:

"The Village of Sewickley Hills Condominium Association for the use and benefit of the individual owners of the Condominium Units contained in The Village of Sewickley Hills."

Section 12.3 Costs. The Association shall assess all insurance costs in proportion to risk as required by Section 3314(c)(3) of the Act.

ARTICLE XIII MISCELLANEOUS

Section 13.1. Interpretation. The provisions of this Declaration shall be liberally construed in order to effectuate Declarant's desire to create a uniform plan for development and operation of the Property and the Plan. The headings preceding the various paragraphs of this Declaration are intended solely for the convenience of readers of this Declaration and shall have no effect on the meaning or

interpretation of any provision hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the case may be.

Section 13.2. Applicability of Condominium Documents. Each present and future owner, tenant, occupant and mortgagee of a Unit shall be subject to and shall comply with the provisions of the Act, the Condominium Documents and the covenants, conditions and restrictions set forth in the deed to such Unit; provided that nothing contained herein shall impose upon any lessee or Mortgagee any obligation that the Act and/or one or more of the Condominium Documents make applicable only to Unit Owners. The acceptance of a deed or mortgage to any Unit, or the entering into a lease or the occupancy of any Unit shall constitute an agreement that the provisions of the Act, the Condominium Documents and the covenants, conditions and restrictions set forth in Section 1.2 hereof and in the deed to such Unit are accepted and ratified by such grantee, mortgagee or lessee. All of such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

Section 13.3. Eminent Domain. In the event that all or any portion of the Property is acquired by any governmental entity pursuant to the exercise of the power of eminent domain, then the Association shall represent all Unit Owners in any proceedings, negotiations, settlements or agreements with respect to such condemnation. By acceptance of a deed for any Unit, each Unit owner shall be conclusively presumed to have appointed the Association his or her attorney-in-fact for all matters concerning condemnation of all or any portion of the Property. Any proceeds or damages paid to the Association pursuant to any condemnation shall be disposed of pursuant to Section 3107 of the Act.

Section 13.4. Mechanics' Liens. Any mechanics' liens arising as a result of repairs to or improvements of a Unit by or on behalf of any Unit Owner shall be liens only against such Unit and shall be paid by the Unit Owner of such Unit. Except as expressly set forth herein to the contrary, any mechanics' liens arising as a result of repairs to or improvements of the Common Elements, if authorized in writing pursuant to a duly adopted resolution of the Association, shall be paid by the Association and shall be a Common Expense.

Section 13.5. Enforcement. The Association (and Declarant so long as Declarant is a Unit Owner), shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Condominium Documents. Failure by the Association or Declarant to so enforce shall in no event be deemed a waiver of the right to do so thereafter. Any right or power vested in the Association hereunder shall be deemed to be vested in the Executive Board unless expressly stated to the contrary or otherwise required by the Act.

Section 13.6. Arbitration. To the extent permitted by the Act, any controversy or dispute involving the interpretation of this Declaration shall be settled by an arbitrator, in Pittsburgh, Pennsylvania in accordance with the Commercial Rules of Arbitration then followed by the American Arbitration Association, or any successor to the functions thereof. The arbitrator shall have the right and authority to determine how its decision or determination as to each issue or matter in dispute may be implemented or enforced. Any decision or award of the arbitrator shall be final and conclusive on the Unit Owners and may be entered in and enforced by any Court having jurisdiction thereof. There shall be no appeal from any decision or award of the arbitrator other than for gross negligence or willful misconduct.

Section 13.7. Effective Date; Severability. This Declaration shall become effective when it and the Plats and Plans have been recorded. In the event that any provision of this Declaration or of any other

Condominium Document is determined to be invalid or unenforceable, it shall be considered severed and shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of the Condominium Documents and, in such event, all of the other provisions of the Condominium Documents shall continue in full force and effect as if such invalid provision had never been included herein. In the event of any conflict between the Condominium Documents and the Act, the Act shall control except in those instance where the Act by its terms permits variations.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be duly executed on this 2nd day of June, 2004.

VILLAGE AT SEWICKLEY HILLS, LLC,
an Ohio Limited liability company

ATTEST:



By: 

Paul E. Kiebler, IV, President

STATE OF OHIO

COUNTY OF CUYAHOGA

} SS:

On this 2nd day of June, 2004, before me, a Notary Public, the undersigned officer, personally appeared Paul E. Kiebler, IV, President of VILLAGE AT SEWICKLEY HILLS, L.L.C., an Ohio limited liability company, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same as President of VILLAGE AT SEWICKLEY HILLS, L.L.C. for the purposes therein contained.

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



Notary Public

MY COMMISSION EXPIRES:

KENNETH M. LAPINE, Attorney at Law
Notary Public, STATE OF OHIO
Non-Expiring Commission

FIRST AMENDMENT
to
DECLARATION OF CONDOMINIUM
for
THE VILLAGE OF SEWICKLEY HILLS

THIS FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM FOR THE VILLAGE OF SEWICKLEY HILLS (this "Amendment") is made as of the ~~2nd~~ ^{October} day of ~~September~~, 2006, by Village at Sewickley Hills, L.L.C., an Ohio limited liability company ("Declarant") and The Village of Sewickley Hills Condominium Association, Inc., a Pennsylvania non-profit corporation (the "Association"), as follows:

WITNESSETH:

WHEREAS, by Declaration of Condominium recorded in the Allegheny County Recorder of Deeds Office on July 6, 2004, in Deed Book Volume 12109, Page 469 (the "Declaration"), Declarant submitted certain real property more particularly described on Exhibit "A" thereto (the "Property") and located in Sewickley Hills Borough, Ohio Township and Franklin Park Borough, Allegheny County, Pennsylvania, to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S.A. § 3101 et seq. (the "Act") and thereby created with respect to the Property a condominium known as "The Village of Sewickley Hills" (the "Condominium"); and

WHEREAS, the Flats and Plans for the Condominium are of record in the Allegheny County Recorder of Deeds Office in Plan Book Volume 246, Pages 151 to 181; and

WHEREAS, Declarant is the fee owner of approximately seventy-six percent (76%) of Units in the Condominium as of the date hereof; and

WHEREAS, pursuant to Section 3219(f) of the Act (68 Pa. C.S.A. § 3219) Declarant and the Association desire to amend and supplement certain of the terms and conditions of the Declaration with respect to the restrictions on household pets permitted in Units in the Condominium.

NOW, THEREFORE, Declarant and the Association hereby declare that the Declaration is amended as follows:

1. Preambles; Capitalized Terms. The preambles recited above are incorporated herein as if set forth at length. All capitalized terms used in this Amendment and not otherwise defined herein shall have the meaning given those terms in the Declaration.

2. Household Pet Restrictions. Section 6.1.h of the Declaration is hereby modified and amended by deleting the existing Section 6.1.h and substituting the following Section 6.1.h in lieu thereof:

Not more than two (2) household pets may be kept by a Unit Owner in any Unit; provided, however, that (i) the combined weight of the two (2) household pets shall not exceed seventy (70) pounds, (ii) such animal is not kept for any commercial purposes, (iii) such animal is kept in strict accordance with any Rules and Regulations relating to household pets from time to time adopted or approved by the Executive Board, and (iv) such animal does not in the judgment of the Executive Board constitute a nuisance to others.

3. Effective Date; Severability. This Amendment shall become effective when it has been recorded. In the event that any provision of this Amendment is determined to be invalid or unenforceable, it shall be considered severed and shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of the Condominium Documents and, in such event, all of the other provisions of the Condominium Documents shall continue in full force and effect as if such invalid provision had never been included herein. In the event of any conflict between this Amendment and the Act, the Act shall control except in those instance where the Act by its terms permits variations. Except as amended hereby, the Declaration remains in full force and effect and neither the Declaration nor this Amendment may be otherwise modified or amended except in writing and in accordance with the terms of the Act.

4. Consent. Declarant, as the fee owner of approximately seventy-six percent (76%) of Units in the Condominium as of the date hereof, hereby consents to this Amendment.

IN WITNESS WHEREOF, Declarant and the Association have caused this Amendment to be duly executed on this 2nd day of ~~September~~ ^{October}, 2006.

WITNESS:

VILLAGE AT SEWICKLEY HILLS, L.L.C.,
an Ohio limited liability company

Jennifer Van Huss

By: [Signature]
Paul E. Kiebler, IV, President

WITNESS/ATTEST:

VILLAGE OF SEWICKLEY HILLS
CONDOMINIUM ASSOCIATION, INC., a
Pennsylvania non-profit corporation

Jennifer Van Huss

By: [Signature]